

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

AETNA INC., et al.

Defendants.

05-0015

Civ. Action No. 04-_____
Judge Ziegler
Magistrate Judge Caiazza

FIRST ROUND DE MINIMIS CONSENT DECREE

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

AETNA INC.,
AL PACKER FORD, INC.
ALCAN ALUMINUM CORP.
ALLEGHENY POWER
(FOR SPRINGDALE POWER PLANT)
AMERICAN SERVICE CENTER
ASSOCIATES, LLC
(trading as AMERICAN SERVICE
CENTER- A MERCEDES-BENZ
RETAILER)
ASHLAND, INC.
(for ASHLAND CHEMICAL, INC.,
ASHLAND OIL, INC. AND
ASHLAND PETROLEUM),
AVIS RENT A CAR SYSTEM INC.
(for AVIS RENTALS AND
AVIS TRUCK SERVICE),
BEAZER EAST INC.
a/k/a THE KOPPERS COMPANY, INC.)
BESSEMER & LAKE ERIE
RAILROAD CO.,
BOARD OF EDUCATION OF
BALTIMORE COUNTY PUBLIC
SCHOOLS,
BOSTON METAL,
BRIDGESTONE/FIRESTONE NORTH
AMERICAN TIRE, LLC
(f/k/a FIRESTONE CO.),
BROWNING-FERRIS INDUSTRIES,
INC.,
BUCKEYE PIPE LINE CO.,
BUCKYRUS-ERIE CO.,
CATERPILLAR, INC.
(a/k/a CATERPILLAR TRACTOR CO.),
CCX, INC. BRAEBURN ALLOY

C.A. No. 05-_____
(Related Case 97-1863)

Judge
Chief Magistrate Judge Caiazza

STEEL DIVISION,)
 CHAMBERS DEVELOPMENT CO.,)
 CONSOL ENERGY INC.)
 (f/k/a CONSOLIDATION COAL CO.),)
 COOPER ENERGY SERVICES,)
 CORNING, INC.)
 (f/k/a CORNING GLASS),)
 CROWN WRECKING CO., INC.,)
 DAIMLER CHRYSLER CORP.)
 (for AMC JEEP PLANT),)
 DONNELL FORD,)
 DRAVO CORP.)
 (for DRAVO COMPOSITE FUELS)
 PILOT PLANT),)
 DUQUESNE LIGHT CO.)
 (a/k/a ALLEGHENY STEAM),)
 EASTERN ASSOCIATED COAL, CORP.)
 (f/k/a EASTERN COAL CO.),)
 EATON CORP.,)
 FMC CORP.,)
 GREATER CLEVELAND REGIONAL)
 TRANSIT AUTHORITY (a/k/a R.T.A.),)
 GUTTMAN OIL CO.,)
 HARLEY-DAVIDSON MOTOR)
 COMPANY,)
 HYDRIL CO.,)
 INDUSTRIAL TERMINAL SYSTEMS,)
 INC.,)
 INTERNATIONAL PAPER)
 (f/k/a HAMMERMIL PAPER CO.),)
 INTERNATIONAL TRUCK & ENGINE)
 CORP. (f/k/a INTERNATIONAL TRUCK),)
 J.F.BURNS MACHINE CO., INC.,)
 JOY TECHNOLOGY,)
 KIESEL OIL (a/k/a KIESEL CO.),)
 LUBRIQUIP, INC. (a/k/a)
 LUBRIQUIP DIVISION),)
 LUSTINE CHEVROLET,)
 MCKEAN OLDSMOBILE,)
 MINE SAFETY APPLIANCE)
 COMPANY, INC.,)
 MUELLER COPPER TUBE)
 PRODUCTS, INC. (f/k/a)

HALSTEAD INDUSTRIES, INC.),)
 NEPCO,)
 NEWELL RUBBERMAID, INC.)
 (for ANCHOR HOCKING CORP.,)
 PLANT #5),)
 PHILIPS ELECTRONICS NORTH)
 AMERICA CORP)
 (for NORELCO CORP.),)
 PITTSBURGH BRASS,)
 PITTSBURGH TUBE CO.,)
 POTOMAC ELECTRIC POWER CO.)
 (a/k/a PEPCO),)
 PPG INDUSTRIES., INC.,)
 PRAXAIR, INC. (f/k/a)
 UNION CARBIDE CO.),)
 PRINCE GEORGE'S COUNTY,)
 MARYLAND)
 (for PRINCE GEORGE'S COUNTY)
 CENTRAL VEHICLE MAINTENANCE)
 and DEPARTMENT OF PUBLIC WORKS),)
 RYDER TRUCK (a/k/a RYDER)
 TRUCK RENTAL),)
 SCALISE BROS., INC. (a/k/a)
 SCALISE BROTHERS),)
 SKF USA INC. (a/k/a SKF)
 INDUSTRIES),)
 SPRINGFIELD TOYOTA,)
 TATE DODGE,)
 THE GOODYEAR TIRE & RUBBER CO.)
 (a/k/a GOODYEAR TIRE and)
 GOODYEAR SERVICE STORES and)
 CENTERS),)
 THE HALL CORP., (f/k/a)
 STACKPOLE CO.),)
 THE MAY DEPARTMENT STORES)
 (d/b/a HECHT CO.),)
 THOMAS STEEL CO. (f/k/a THOMAS)
 STEEL STRIP CO.),)
 TIMONIUM CHRYSLER PLYMOUTH,)
 UNION ELECTRIC STEEL CORP.,)
 UNITED IRON & STEEL (a/k/a)
 UNION IRON & METAL),)
 VERIZON MARYLAND INC. and)

At VERIZON VIRGINIA INC. (f/k/a *✓*))
~~C & P~~ TELEPHONE COMPANY,)
VOLKSWAGEN OF AMERICA INC.,)
WEBER VOLVO CO. (for WEBER)
WHITE TRUCK),)
WESTERN AUTO (a/k/a WESTERN)
AUTO SUPPLY COMPANY),)
WOLLAM CHEVROLET, INC., and)
YOUNGSTOWN BUICK,)
Defendants.)
_____)

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have revealed that numerous hazardous substances have been released at the Site, including but not limited to metals such as arsenic, chromium, copper, mercury, nickel, lead and zinc; various volatile organic compounds, such as 1,1,1-trichloroethane, cis-1,3-dichloroethene; as well as polychlorinated biphenyls ("PCBs") and polycyclic aromatic hydrocarbons ("PAHs").

After reviewing sampling data from the Site, EPA concluded that "an imminent and substantial threat to human health and the environment" existed at the Site, and in November 1993, EPA obtained funding to perform a removal action. In March 1994, EPA decided to perform a fund-lead removal action at the Site. The removal action occurred between June and October 1994. Over 6,000 tons of contaminated soils and sludges were removed from the Site during the removal action. After the conclusion of this action, EPA recommended the Site for inclusion on the National Priorities List ("NPL"). The Site was listed on the NPL on June 19, 1996. In September 1998, a group of defendants (the "Work Group Defendants") notified the United States of their desire to perform the Remedial Investigation and Feasibility Study ("RI/FS"). On February 4, 2000, EPA and the Work Group Defendants entered into an Administrative Order on Consent pursuant to which the Work Group Defendants agreed to perform the RI/FS. The Work Group Defendants submitted to EPA a draft Remedial Investigation Report on March 18, 2003, and a draft Feasibility Study Report on June 11, 2003.

C. EPA has determined the following:

1. prompt settlement with each Settling Defendant and the Settling Federal Agencies is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);
2. the payment to be made by each Settling Defendant and the Settling Federal Agencies under this Consent Decree involves only a minor portion of the Response Costs incurred and to be incurred at the Site, within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1), based upon EPA's estimate that the total Response Costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by other persons is approximately \$23 million, excluding interest; and
3. the amount of hazardous substances contributed to the Site by each Settling Defendant and the Settling Federal Agencies, and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Defendant and the Settling Federal Agencies, are minimal in comparison to other hazardous substances at the Site, within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A). This is because the amount of hazardous substances contributed to the Site by each Settling Defendant and by the Settling Federal Agencies does not exceed 150,000 gallons of hazardous substances at the Site, which represents 0.19% of the total amount of hazardous substances at the Site, and the hazardous substances contributed by each Settling Defendant and the Settling Federal Agencies to the Site are not significantly more toxic and are not of significantly greater hazardous effect than other hazardous substances at the Site.

D. The Settling Defendants and the Settling Federal Agencies do not admit any liability

to the United States arising out of the transactions or occurrences alleged in the complaint.

E. The United States and the Settling Defendants agree that settlement without further litigation and without the admission or adjudication of any issue of fact or law is the most appropriate means of resolving this action with respect to Settling Defendants and Settling Federal Agencies.

THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED, ADJUDGED, and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 9613(b), and also has personal jurisdiction over Settling Defendants and Settling Federal Agencies. Settling Defendants and Settling Federal Agencies consent to and shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States (including the Settling Federal Agencies) and upon Settling Defendants and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Settling Defendant or a Settling Federal Agency, including but not limited to, any transfer of assets or real or personal property shall in no way alter such Settling Defendant's or such Settling Federal Agency's responsibilities under this Consent Decree.

IV. STATEMENT OF PURPOSE

3. By entering into this First Round De Minimis Consent Decree, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Settling Defendants and Settling Federal Agencies to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site, and for Response Costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site, subject to the “Reservation of Rights by the United States” in Section X of this Decree;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Settling Defendants and Settling Federal Agencies for their allocated shares of Response Costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by other persons, to provide for full and complete contribution protection for Settling Defendants and Settling Federal Agencies with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

V. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning

assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.
- b. "Consent Decree" or "Decree" shall mean this Consent Decree, and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.
- c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.
- e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- f. "First Round *De Minimis* Settlement Payment Chart" (or "First Round Payment Chart") shall mean the summary prepared by EPA which identifies the volumetric share, expressed in total gallons of waste sent to the Breslube-Penn Site, and the cost share (including Site Past Response Costs and Site Future Response Costs) and a premium payment assigned to each *de minimis* party, attached as Appendix C hereto.
- g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate

of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

h. "Matters Addressed" shall mean all response actions which have been taken at the Site, or may in the future be undertaken at the Site, including, but not limited to, removal actions, remedial actions, the RI/FS being conducted by the Work Group Defendants, and all Site Past Response Costs and Site Future Response Costs incurred or to be incurred at or in connection with the Breslube-Penn Site.

i. "Minimum Premium Option" shall mean the lower of the two payment options offered to *de minimis* parties in this Consent Decree, which option appears in **Column 7** of the First Round Payment Chart attached to this Consent Decree as Appendix C. The Minimum Premium Option is subject to the Reopener Provision (paragraph 8) of this Consent Decree.

j. "Maximum Premium Option" shall mean the higher of the two payment options offered to *de minimis* parties in this Consent Decree, which option appears in **Column 8** of the First Round Payment Chart attached to this Consent Decree as Appendix C. The Maximum Premium Option is not subject to the Reopener Provision (paragraph 8) of this Consent Decree.

k. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

l. "Parties" shall mean the United States and the Settling Defendants.

m. "Reopener Provision" shall mean the provision that appears in paragraph 8 of this Consent Decree which subjects those Settling Defendants and Settling Federal Agencies

who select the Minimum Premium Option (in **Column 7** of the First Round Payment Chart) to a reopener of liability in the event that Site Future Response Costs exceed \$26,000,000.

n. "Response Costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

o. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

p. "Settling Defendants" shall mean those persons, corporations or other entities (other than the "Settling Federal Agencies") who are eligible to participate and have agreed to participate in this Consent Decree, and who are listed in Appendix A.

q. "Settling Federal Agencies" shall mean the United States of America including but not limited to the United States Air Force, (including the Air National Guard), the United States Army (including the District of Columbia National Guard), the Army and Air Force Exchange Service (AAFES), the United States Coast Guard, the United States Navy (including Navy exchanges), the United States Postal Service, the National Aeronautic and Space Administration (NASA), and the federal agencies located at the Bruceton Research Center during the 1978- 1986 period (including but not limited to the Department of Energy, the Mine Safety and Health Administration, the United States Department of Health and Human Service's National Institute of Occupational Safety and Health, the Bureau of Mines, and their predecessor and successor governmental entities).

r. "Site" shall mean the Breslube-Penn, Inc. Superfund Site, encompassing approximately 5 acres, located at 84 Montour Road (also known as Ewing Road), Coraopolis, Moon Township, Allegheny County, Pennsylvania, and generally shown on the map attached as

Appendix B.

s. "Site Future Remedy Costs" is a subset of "Site Future Response Costs," and shall mean EPA's estimate of those costs that will be incurred by EPA and/or by potentially responsible parties (PRPs) for the Breslube-Penn Site in the future in connection with the remedial design(s) and/or remedial action(s) at the Site, pursuant to a Record of Decision.

t. "Site Future Response Costs" shall mean all "Site Future Remedy Costs;" all other Response Costs that the EPA and/or the United States Department of Justice ("USDOJ") have incurred, and will incur, from February 1, 2003 through December 31, 2004 (the projected approximate date for completion of this *de minimis* settlement process); and the estimated \$65,000 in Response Costs that the "Work Group Defendants" have projected they will incur to complete the remedial investigation/feasibility study ("RI/FS") for the Site.

u. "Site Past Response Costs" shall mean all Response Costs incurred by EPA and by USDOJ at or in connection with the Site through the date January 31, 2003, and all Response Costs incurred by the Work Group Defendants at or in connection with the Site through the date November 17, 2003;

v. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

w. "Work Group Defendants" are those named defendants in the United States v. Allegheny Ludlum Corp., et al. (C.A. No. 97-1863, W.D. Pa) litigation that have entered into an Administrative Order on Consent with EPA to perform the RI/FS at the Site: Exxon-Mobil Corporation, Viacom Inc. (formerly CBS Corporation and Westinghouse Electric Corporation), Hussey Copper Ltd., USX Corporation, Ford Motor Company and General Motors Corporation.

The Work Group Defendants included Kaiser Aluminum Corp. until it notified the other members of the Work Group in early 2002 that it no longer intended to continue participating in the Group, and thereafter filed for bankruptcy.

VI. PAYMENT

5. a. Within 30 days after entry of this Consent Decree, each Settling Defendant shall pay to the EPA Hazardous Substance Superfund the amount for the payment option (**Column 7** or **Column 8**) that it has selected, as set forth in the row where its name appears in the First Round Payment Chart (Appendix C) to this Consent Decree;

b. As soon as reasonably practicable after entry of the Consent Decree, the United States, on behalf of the Settling Federal Agencies (excluding AAFES and the U.S. Postal Service) shall pay to the EPA Hazardous Substance Superfund \$ 38,079.68 (the total **Column 8** payment for all Settling Federal Agencies on Attachment D, excluding AAFES and the U.S. Postal Service).

c. As soon as practicable after entry of the Consent Decree, AAFES shall pay to the EPA Hazardous Substance Superfund \$4,961.83 (the total **Column 8** payment for all AAFES entities on Attachment D).

d. As soon as practicable after entry of the Consent Decree, the U.S. Postal Service shall pay to the EPA Hazardous Substance Superfund \$2,888.12 (the total **Column 8** payment for all U.S. Postal Service entities on Attachment D).

6. Each Settling Defendant's and the Settling Federal Agencies' payments include an amount for all Site Past Response Costs, all Site Future Response Costs; and a premium to cover certain risks and uncertainties associated with this settlement. The premium differs depending

upon which of two settlement options is chosen, as explained in paragraph 7 below.

7. EPA has established two payment options: **the Minimum Premium Option in Column 7** of the First Round Payment Chart (Appendix C) which contains the lowest possible premium that must be paid to participate in this settlement, and is coupled with the “Reopener Provision” (See paragraph 8, below), for overruns of Site Future Response Costs, and **the Maximum Premium Option in Column 8** of the First Round Payment Chart which contains a higher premium, and is not subject to the “Reopener Provision.” **The Maximum Premium Option in Column 8** covers certain risks including: 1) the risk that EPA will not be able to recover Response Costs from many PRPs on the First Round Payment Chart because they are now defunct or unreachable, have declared bankruptcy, or otherwise have an inability to pay (EPA has applied a 25% premium for this risk on both Site Past Response Costs and Site Future Response Costs) ; and 2) the risk that Site Future Response Costs will be higher than EPA currently projects (EPA has applied a 100% premium for this risk to Site Future Response Costs). **The Minimum Premium Option in Column 7** covers the risk described in 1) above, by applying the same 25% premium on both Site Past Response Costs and Site Future Response Costs), but only *partially* covers the risk described in 2) above, by applying only a 50% premium for the risk of overruns on Site Future Response Costs. If Site Future Response Costs exceed \$26,000,000, then the Reopener Provision (paragraph 8 below) may be triggered, at EPA’s discretion, for **Column 7 Settlers**. The selection of the **Column 7 Minimum** or **Column 8 Maximum Payment Option** shall be made by each Settling Defendant and Settling Federal Agency by marking the appropriate box on its signature page to this Decree.

8. **Reopener Provision for the Column 7 Minimum Payment Option-**

a. Although **Column 7 Settlers** will pay less money to settle now, they shall assume the risk that Site Future Response Costs will exceed \$26,000,000. If Site Future Response Costs exceed \$26,000,000, EPA, in its discretion, may require **Column 7 Settlers** to pay additional money under this Consent Decree. If EPA so chooses, it shall issue a written demand for additional payments to **Column 7 Settlers**, which demand shall be based on each **Column 7 Settlor's** percentage share (as it appears on Appendix C) of the additional Site Future Response Costs above \$26,000,000 that have been (will be) incurred at the Site. No premium would be attached to any such future payment. The additional payment shall be due from each **Column 7 Settlor** within 60 days following receipt of such a demand. By signing this Consent Decree, **Column 7 Settlers** agree that they will make such additional payments to EPA in the future in the event that Site Future Response Costs exceed \$26,000,000.

b. If a **Column 7 Settlor** fails timely to comply with a future demand by EPA for additional payment, such PRPs shall be in violation of this Consent Decree and shall be subject to the assessment of civil penalties and Interest from the date of the demand, as set forth in Section VII ("Failure to Make Payment"). Further, in the event of such nonpayment, and notwithstanding any other provision of this Consent Decree, the United States, including EPA, reserves, and this Consent Decree is without prejudice to, the right to issue administrative orders requiring such **Column 7 Settlor** to undertake additional cleanup activities, and the right to institute judicial proceedings seeking to compel such **Column 7 Settlor** to reimburse EPA for a higher share of Response Costs.

9. The settlement option (**Column 7** or **Column 8**) selected by each Settling Defendant and the Settling Federal Agencies shall affect the scope of EPA's covenant not to sue, as well as the reservation of rights made by EPA, as set forth in Sections IX and X of this Consent Decree, respectively.

10. a. Each payment by a Settling Defendant shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check or a letter accompanying each check, shall identify the name and address of the party making payment, the Breslube Penn, Inc. Site name, the EPA Region and Site Spill ID Number 03BDO, and DOJ Case Number 90-11-3-1762/1 and shall be sent to:

Environmental Protection Agency RIII
P.O. Box 360515
Pittsburgh, PA 15251-6515

b. Each payment made by or on behalf of a Settling Federal Agency shall be made through inter-agency electronic funds transfers (EFTs).

The total amount to be paid pursuant to this Section and Appendix C to this Consent Decree shall be deposited in the Breslube-Penn, Inc. Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

11. At the time of payment of the **Column 7** or the **Column 8** amount, each Settling Defendant and the Settling Federal Agencies shall send notice that such payment has been made

to: Lisa A. Cherup
Trial Attorney
Environmental Enforcement Section

Environment and Natural Resources Division
United States Department of Justice
DJ No. 90-11-3-1762
P.O. Box 7611
Washington, D.C. 20044-7611

Mary E. Rugala
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street (Mail Code 3RC42)
Philadelphia, PA 19103-2029

U.S. EPA Region III Docket Clerk
U.S. Environmental Protection Agency, Region III
1650 Arch Street (Mail Code 3RC00)
Philadelphia, PA 19103-2029

12. The Parties to this Consent Decree recognize and acknowledge that the payment of obligations of the Settling Federal Agencies under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

VII. FAILURE TO MAKE PAYMENT

13. If any Settling Defendant fails to make full payment of the **Column 7** amount or the **Column 8** amount that appears next to its name in the First Round Payment Chart (Appendix C) within 30 days from the date of entry of the Consent Decree, such Settling Defendant shall pay Interest on the unpaid balance. In addition, if any Settling Defendant fails to make full payment of the **Column 7** or the **Column 8** amount next to its name, the United States may, in addition to any other available remedies or sanctions, bring an action against that Settling

Defendant seeking injunctive relief to compel payment and/or seeking civil penalties in accordance with Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

14. If the payments to be made by (or on behalf of) the Settling Federal Agencies to the EPA Hazardous Substances Superfund under this Consent Decree are not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate Assistant Section Chief for the Environmental Defense Section. In any event, if these payments are not made within 120 days after the effective date of this Consent Decree, EPA and DOJ have agreed to resolve the issue within 30 days in accordance with the 1998 letter agreement on this subject.

**VIII. CERTIFICATION OF SETTLING DEFENDANTS
AND SETTLING FEDERAL AGENCIES**

15. By signing this Consent Decree, each Settling Defendant and Settling Federal Agency certifies, individually, that, to the best of its knowledge and belief, it:

a. has conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the

Site after notification of potential liability or the filing of a suit against it regarding the Site;

c. has and will comply fully with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e); and

d. Further, all Settling Defendants who were named in United States v. Allegheny Ludlum, et al. (C.A. No. 97-1863)(W.D. Pa.) certify that they fully answered the discovery requests served on them pursuant the Court's July 15, 1998 Case Management Order.

IX. COVENANT NOT TO SUE BY UNITED STATES

16. In consideration of the payments that will be made by Settling Defendants and Settling Federal Agencies under the terms of this Consent Decree, and except as specifically provided in Section X (Reservations of Rights by the United States), the United States provides the following covenants not to sue:

a. For Column 8 Settlers-

The following paragraph applies to those Settling Defendants and Settling Federal Agencies who have selected the "Column 8 Maximum Premium Option."

The United States covenants not to sue or take administrative action against such Settling Defendants pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. The United States covenants not to take administrative action against such Settling Federal Agencies pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. With respect to present and future liability, this covenant not to sue

shall take effect for each such Settling Defendant or Settling Federal Agency upon receipt of that Settling Defendant's or that Settling Federal Agency's **Column 8** payment as required by Section VI of this Consent Decree. With respect to each such Settling Defendant or Settling Federal Agency, individually, this covenant not to sue is conditioned upon: 1) the satisfactory performance by Settling Defendant or Settling Federal Agency of all obligations under this Consent Decree; and 2) the veracity of the information provided to EPA by the Settling Defendant or the Settling Federal Agency relating to their involvement with the Site.

b. **For Column 7 Settlers-**

The following paragraph applies to those Settling Defendants and Settling Federal Agencies who have selected the "Column 7 Minimum Premium Option."

The United States covenants not to sue or take administrative action against such Settling Defendants pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. The United States covenants not to take administrative action against such Settling Federal Agencies pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. With respect to present and future liability, this covenant not to sue shall take effect for each such Settling Defendant or Settling Federal Agency upon receipt of that Settling Defendant's or that Settling Federal Agency's **Column 7** payment as set forth in Appendix C to this Decree. With respect to each such Settling Defendant or Settling Federal Agency's, individually, this covenant not to sue is conditioned upon: 1) future compliance with the "Reopener Provision" set forth in paragraph 8, *supra*; 2) the satisfactory performance by Settling Defendant or Settling Federal Agency of all other

obligations under this Consent Decree; and 3) the veracity of the information provided to EPA by Settling Defendant or Settling Federal Agency relating to their involvement with the Site.

17. The covenant not to sue provided in this Section extends only to Settling Defendants and Settling Federal Agencies, and does not extend to any other person.

18. For those Settling Defendants who were named in United States v. Allegheny Ludlum, et al., C.A. No. 97-1863, following payment of such Settling Defendants' **Column 7** or **Column 8** amount pursuant to this Consent Decree, the United States shall move to dismiss those parties from that litigation. The dismissal shall be *without prejudice* to the rights reserved by the United States in this Consent Decree.

X. RESERVATION OF RIGHTS BY UNITED STATES

19. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants and Settling Federal Agencies with respect to all matters not expressly included within the Covenant Not to Sue by United States in Section IX of this Decree. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants and Settling Federal Agencies with respect to:

- a. liability for failure to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or
- d. liability based upon the ownership or operation of the Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the transportation,

treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree.

20. Notwithstanding any other provision in this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings against any individual Settling Defendant or Settling Federal Agency in this action or in a new action or to issue an administrative order to any individual Settling Defendant or Settling Federal Agency seeking to compel that Settling Defendant or Settling Federal Agency to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if:

a. information is discovered which indicates that such Settling Defendant or Settling Federal Agency contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Settling Defendant or Settling Federal Agency no longer qualifies as a *de minimis* party at the Site because Settling Defendant contributed greater than 0.19% of the hazardous substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site; or

b. information is discovered which demonstrates that the certifications made by the Settling Defendant or Settling Federal Agency pursuant to Section VIII herein are false or otherwise incorrect; or

c. the Settling Defendant or Settling Federal Agency fails to comply with any term or obligation under this Consent Decree.

**XI. COVENANT NOT TO SUE BY SETTLING DEFENDANTS
AND SETTLING FEDERAL AGENCIES**

21. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the Commonwealth of Pennsylvania, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, as amended, 28 U.S.C. § 2412, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 23 (Waiver of Claims) and Paragraph 25 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 19(c) or (d) or Paragraph 20, but only to the extent that Respondents' claims arise from the same response action, Response Costs, or damages that the United States is seeking pursuant to the applicable reservation.

22. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or

40 C.F.R. § 300.700(d).

23. Settling Defendants and Settling Federal Agencies agree not to assert any claims or causes of action (including claims for contribution under CERCLA) that they may have for all matters relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant or Settling Federal Agency may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Settling Defendant or Settling Federal Agency.

XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

24. Except as provided in Paragraph 23 (Waiver of Claims), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 23 (Waiver of Claims), the United States and Settling Defendants each reserve any and all rights including, but not limited to, any right to contribution, defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

25. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of Response Costs, or other relief relating to the Site, Settling Defendants and Settling Federal Agencies shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided,

however, that nothing in this paragraph affects the enforceability of the Covenant Not to Sue by the United States included in Section IX.

26. The Parties agree, and by entering this Consent Decree this Court finds, that each Settling Defendant and Settling Federal Agency that is in compliance with all payment requirements of this Decree is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "Matters Addressed" in this Consent Decree.

XIII. RETENTION OF JURISDICTION

27. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDICES

28. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached and incorporated into this Consent Decree:

Appendix A: List of Settling Defendants and Settling Federal Agencies

Appendix B: Map of the Site

Appendix C: First Round *De Minimis* Settlement Payment Chart

Appendix D: Federal Agency Parent/Child Chart

XV. PUBLIC COMMENT

29. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States shall file with the Court any written comments received and the United States' response thereto. The United States reserves the right to withdraw or withhold its consent if comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate. Settling Defendants consent to entry of this Consent Decree without further notice, and the United States reserves the right to oppose an attempt by any person to intervene in this civil action.

XVI. EFFECTIVE DATE

30. The effective date of this Consent Decree shall be the date of entry by this Court, following public comment pursuant to Paragraph 29.

XVII. SIGNATORIES/SERVICE

31. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, or his delegatee, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such party to this document.

32. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

33. Each Settling Defendant shall identify, on the attached signature pages, the name and

address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service including, but not limited to, service of a summons, in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. The Parties agree that Settling Defendants and Settling Federal Agencies need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

SO ORDERED THIS 12th DAY OF September, 2005.

/s/ Joy Flowers
Conti

Joy Flowers Conti
United States District Judge

Digitally signed by /s/ Joy Flowers
Conti
DN: CN = /s/ Joy Flowers Conti, C =
US
Date: 2005.09.14 09:34:42 -04'00'

THE UNDERSIGNED PARTIES enter into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., U.S.D.C. (W.D.Pa.) Civil Action No. 04- ____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania:

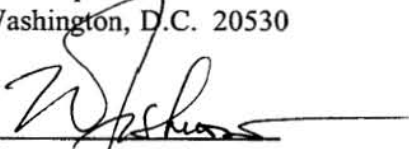
FOR THE UNITED STATES OF AMERICA

THOMAS L. SANSONETTI
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date:

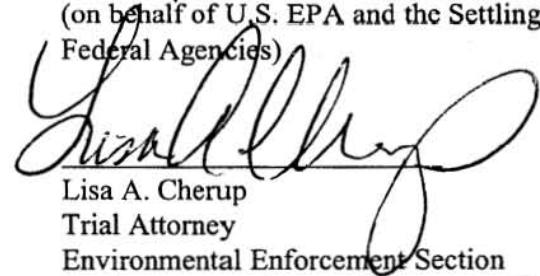
12/28/04

By:


W. Benjamin Fisherow
Deputy Section Chief
Environmental Enforcement Section,
(on behalf of U.S. EPA and the Settling
Federal Agencies)

Date:

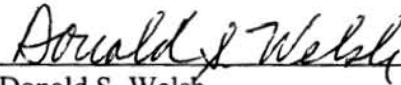
1/3/05


Lisa A. Cherup
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
(on behalf of U.S. EPA and the Settling
Federal Agencies)
P.O. Box 7611
Washington, DC 20044-7611
(202) 514-2802

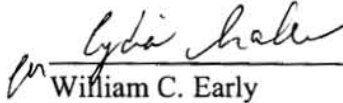
Date: 1/4/05

MARY BETH BUCHANAN
United States Attorney
Western District of Pennsylvania

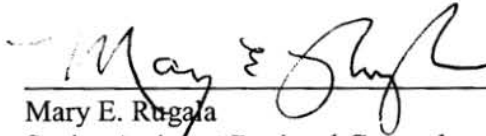
By: *Jessica Lieber Smolar* /for
Jessica Lieber Smolar
Assistant United States Attorney
Western District of Pennsylvania
(on behalf of U.S. EPA and the Settling
Federal Agencies)
U.S. Post Office and Courthouse
700 Grant Street, Suite 400
Pittsburgh, PA 15219
(412) 644-5890
PA ID NO. 65406



Donald S. Welsh
Regional Administrator, Region III
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103-2029



William C. Early
Regional Counsel
U.S. Environmental Protection Agency,
Region III
1650 Arch Street
Philadelphia, PA 19103-2029



Mary E. Rugala
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency,
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

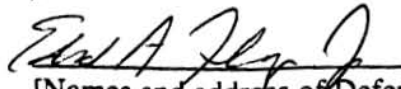
THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT AETNA INC.
(Breslube-Penn Parent ID # 1995)

Date: 7/15/04

 - Insurance Risk Financial Manager
[Names and address of Defendant's signatories]

Edward A. Flanagan, Jr.
Aetna Inc.
151 Farmington Avenue
Hartford, CT 06156

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John E. Ahearn

Title: Counsel

Address: Aetna Inc.
151 Farmington Avenue, R04A
Hartford, CT 06156

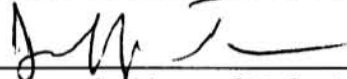
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT AL PACKER FORD
(Breslube-Penn Parent ID # 5335)

Date: 9/16/04

 CFO (Jeffrey Tucker)
[Names and address of Defendant's
signatories] Al Packer Ford, Inc.
mail address - 9801 Pulaski Hwy
Baltimore, MD 21220

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Sanford D. Schreiber

Title: Resident Agent

Address: Blades, Rosenfeld P.A.
1200 Sun Life Building
20 South Charles Street
Baltimore, MD 21201

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

Date: 9/15/04

FOR DEFENDANT ALCAN ALUMINUM
CORPORATION
(Breslube Penn Parent ID # 1272)



John C. Tillman
Associate Counsel
Alcan Corporation
6060 Parkland Blvd
Mayfield Heights OH 44124-4185

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John C. Tillman

Title: Associate Counsel

Address: Alcan Corporation
6060 Parkland Blvd.
Mayfield Heights OH 44124-4185

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

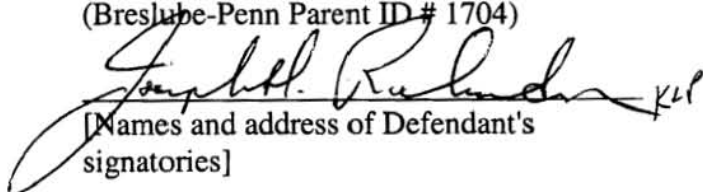
Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT ALLEGHENY
POWER (for SPRINGDALE POWER
PLANT)

(Breslube-Penn Parent ID # 1704)

Date: September 17, 2004


[Names and address of Defendant's
signatories]

President, Allegheny Power

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Kathryn L. Patton

Title: Deputy General Counsel, Allegheny Power

Address: 800 Cabin Hill Drive
Greensburg, PA 15601

Joseph H. Richardson
800 Cabin Hill Dr.
Greensburg, PA 15601


THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT AMERICAN SERVICE
CENTER ASSOCIATES, LLC
(trading as AMERICAN SERVICE CENTER-
a Mercedes-Benz Retailer)
(Breslube Penn Parent ID # 4996)

Date: September 16, 2004



Ralph Mastantuono
General Manager

585 N. Glebe Road.
Arlington, VA 22203

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Peter A. Chapin, Esquire

Title: Attorney

Address: Sacks & Chapin, P.C.
1030 15th Street, N.W.
Suite 748
Washington, D.C., 20005

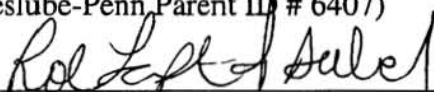
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT ASHLAND, INC. (for
ASHLAND CHEMICAL, INC., ASHLAND
OIL, INC. and ASHLAND PETROLEUM)
(Breslube-Penn Parent ID # 6407)

Date: 9-17-04



[Names and address of Defendant's

signatories] Robin Lampkin-Isabel

Senior Group Counsel

Ashland Inc., 5200 Blazer Parkway

Agent Authorized to Accept Service on Behalf of Above-signed Party: Dublin, Ohio 43017

Name: CT CORPORATION
36 EAST SEVENTH STREET, Suite 2400
Title: CINCINNATI, Ohio 45202-3000

Address:

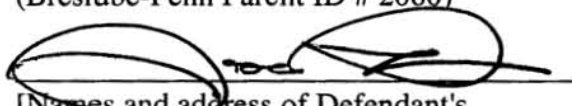
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT AVIS RENT A CAR
SYSTEM INC., (for AVIS RENTALS and
AVIS TRUCK SERVICE)
(Breslube-Penn Parent ID # 2060)

Date: 9/13/04


[Names and address of Defendant's
signatories]

Rose Pelino (Same as below)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: ROSE PELINO

Title: DIRECTOR ENVIRONMENTAL AFFAIRS

Address: 6 SYLVAN WAY
PARSIPPANY, NJ 07054

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT BESSEMER & LAKE
ERIE RAILROAD CO.

(Breslube-Penn Parent ID # 1534)

Date: 9-20-04

Leean M. Denne
[Names and address of Defendant's
signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Leean M. Denne

Title: Counsel

Address: 135 Jamison Lane
Monroeville PA 15146

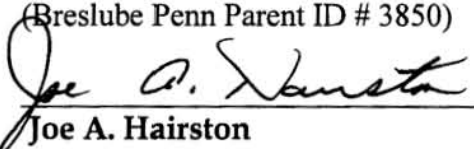
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT BOARD OF EDUCATION
OF BALTIMORE COUNTY
(a/k/a BALTIMORE COUNTY PUBLIC
SCHOOLS)
(Breslube Penn Parent ID # 3850)

Date: 9-14-04



Joe A. Hairston
Superintendent of Schools
6901 Charles Street
Towson, Maryland 21204

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: **Margaret-Ann F. Howie, Esquire**
Title: **Legal Counsel to the Superintendent**
Address: **6901 Charles Street**
Towson, Maryland 21204

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT BOSTON METAL
(Breslube-Penn Parent ID # 5652)

Date: 9-10-04

Joseph D. Davies
[Names and address of Defendant's
signatories] 4627 HESS Rd
MONKTON, Md. 21111

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: JOSEPH DAVIES

Title: PRESIDENT

Address: 4627 HESS ROAD
MONKTON, Md. 21111

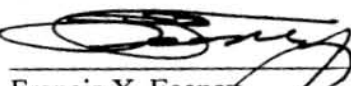
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT CCX, INC.,
BRAEBURN ALLOY STEEL DIVISION.
(Breslube Penn Parent ID # 837)

Date: September 15, 2004


Francis X. Feeney
Vice President - Finance
East Hanover Street
Hanover, PA 17331

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Rick Friedman
McNees Wallace & Nurick LLC
Title: Attorney

Address: P. O. Box 1166
100 Pine Street - 7th Floor
Harrisburg, PA 17108-1166
Tele: (717) 237-5469; fax: (717) 237-5300
email: rfriedman@mwn.com

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT
BRIDGESTONE/FIRESTONE NORTH
AMERICAN TIRE, LLC (f/k/a FIRESTONE
CO.)
(Breslube-Penn Parent ID # 6379)

Date: 15 Sept 2004

[Names and address of Defendant's
signatories]

Jane Johnson
Jane Johnson, Manager of Remediation
Bridgestone Americas Holding, Inc.
535 Marrott Drive
Nashville, TN 37214

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: National Registered Agents, Inc.

Title:

Address: 1900 Church Street, Suite 400
Nashville, TN. 37203

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT BROWNING-FERRIS
INDUSTRIES, INC. (a/k/a BFI)
(Breslube-Penn Parent ID # 1917)

Date: 9-16-04

[Names and address of Defendant's
signatories]

JL White - Deputy General Counsel

To Lynn White
15880 N. Greenway-Hayden
Loop
Scottsdale, AZ 85260

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Jeff Martin, Esq

Title:

Address: Hunton & Williams LLP
1900 K St. N.W.
Washington, DC 20006

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

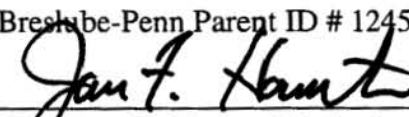
Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT BUCKEYE PIPE LINE CO.

(Breslube-Penn Parent ID # 1245)

Date: 9/16/04


[Names and address of Defendant's signatories] Mr. Jan F. Horwath
Buckeye Pipe Line Company
5002 Buckeye Road
Emmaus, PA 18049

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Jan F. Horwath

Title: Manager, Environmental Affairs

Address: Buckeye Pipe Line Company
5002 Buckeye Road
Emmaus, PA 18049

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT BUCYRUS-ERIE CO.
(Breslube-Penn Parent ID # 840)

Date: 09/21/2004

[Names and address of Defendant's
signatories]

John F. Bosbous, Treasurer
Bucyrus International, Inc.
(f/k/a Bucyrus-Erie Company)
1100 Milwaukee Avenue
South Milwaukee, WI 53172

Agent Authorized to Accept Service on Behalf of Above-signed Party.

Name: David P. Ruetz, Esq.

Title: Counsel

Address: Whyte, Hirschboeck, Dudek, SC.

555 East Wells Street

Suite 1900

Milwaukee, WI 53202-3819

Tel: 414-9785544

Fax: 414-223-5000

Email: druetz@whyhlaw.com

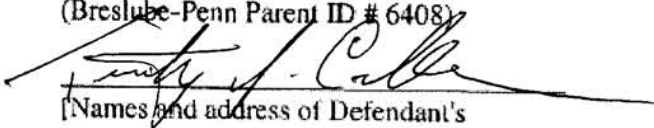
THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT CATERPILLAR, INC.
(a/k/a CATERPILLAR TRACTOR CO.)
(Breslube-Penn Parent ID # 6408)

Date: September 18, 2004


[Names and address of Defendant's
signatories]

(Same as below)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Timothy J. Callanan

Title: Sr. Corporate Attorney

Address: Caterpillar Inc.
100 N.E. Adams
Peoria, IL 61629-7310

Ph: 309/675-4277

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

Date:

Sept 20/04

FOR DEFENDANT CHAMBERS
DEVELOPMENT CO.

(Breslube-Penn Parent ID # 231)

Megan E. Harmon

[Names and address of Defendant's
signatories]

(Same address as below)

Megan Harmon

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Ronald S. Cusano, Esq.

Title: Attorney

Megan E. Harmon, Esq. (Defendant's signatory)

Address: Schnader Harrison Segal & Lewis LLP
Suite 2700 Fifth Avenue Place
120 Fifth Avenue
Pittsburgh PA 15222

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT CONSOL ENERGY
INC. (f/k/a CONSOLIDATION COAL CO.)
(Breslube/Penn Parent ID # 1289)

Date: 9-14-04

[Names and address of Defendant's
signatories]

SAMUEL P. SKEEN ESQ
ASSOCIATE GENERAL COUNSEL
1800 WASHINGTON ROAD

Agent Authorized to Accept Service on Behalf of Above-signed Party: PITTSBURGH, PA 15241

Name: SAMUEL P. SKEEN

Title: ASSOCIATE GENERAL COUNSEL

Address: 1800 WASHINGTON ROAD, PITTSBURGH, PA 15241

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

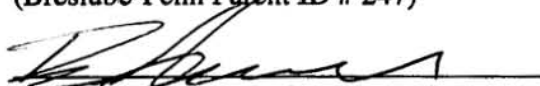
Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT COOPER ENERGY
SERVICES

(Breslube-Penn Parent ID # 247)

Date: 9-20-04


[Names and address of Defendant's
signatories] Bruce Himmelreich

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Bruce Himmelreich
Title: Associate General Counsel
Address: 1333 W. Loop South
Suite 1700
Houston TX 77027

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT CORNING, INC. (f/k/a
CORNING GLASS)

(Breslube-Penn Parent ID # 1748)

Date: 9/16/04

William D. Eggers

[Names and address of Defendant's
signatories]

William D. Eggers
Senior VP and General Counsel
1 Riverfront Plaza
Corning, NY 14831

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Denise A. Hausett

Title: Secretary and Assistant General Counsel

Address: Corning Incorporated
One Riverfront Plaza
Corning, NY 14831

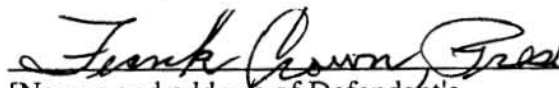
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT CROWN WRECKING CO., INC.
(Breslube-Penn Parent ID# 2050)

Date: 9/16/04


[Names and address of Defendant's
signatories]

FRANK CROWN *President*
318 CONROY DRIVE
PITTSBURGH, PA 15205

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: **SEAN W. MORAN, ESQUIRE**

Title: **ATTORNEY**

Address: **PEPPER HAMILTON LLP
ONE MELLON CENTER, 50TH FLOOR
500 GRANT STREET
PITTSBURGH, PA 15219**

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

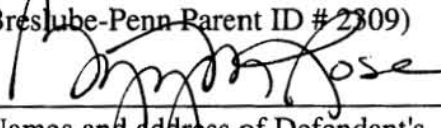
Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT DAIMLER
CHRYSLER CORP. (for AMC JEEP
PLANT)
(Breslube-Penn Parent ID #2309)

Date: 9/24/04

[Names and address of Defendant's
signatories]

 - Senior manager of
Stationary, Environmental
and Energy
Gregory M. Rose
800 Chrysler Drive
Auburn Hills MI 48326

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Mary C Ericson

Title: Attorney

Address: 1000 Chrysler Drive
CIMS 485-13-62
Auburn Hills MI 48326

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT DONNELL FORD
(Breslube-Penn Parent ID # 885)

Date: 9-15-04

Mark W Beith
[Names and address of Defendant's
signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: MARK W BEITH

Title: SECRETARY / TREASURER

Address:

DONNELL FORD
7955 MARKET STREET
YOUNGSTOWN, OHIO 44512

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

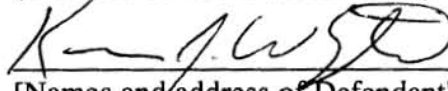
Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT DRAVO CORP. (for
DRAVO COMPOSITE FUELS PILOT
PLANT)

(Breslube-Penn Parent ID # 297)

Date: September 13, 2004


[Names and address of Defendant's
signatories] *(same as below)*

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Kevin J. Whyte

Title: Vice President

Address: Dravo Corporation
11 Stanwix Street
11th Floor
Pittsburgh, Pennsylvania 15222

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT DUQUESNE LIGHT
CO. (a/k/a ALLEGHENY STEAM)
(Breslube-Penn Parent ID # 1249)

Date: 9/16/04

Charles K Blankenship 9/16/04
[Names and address of Defendant's
signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

C. K. Blankenship

Title:

GM - Fuel & Environmental Services

Address:

411 Seventh Ave, MD 16-5
Pittsburgh, PA 15219

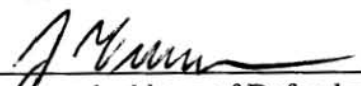
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT EASTERN
ASSOCIATED COAL, CORP. (f/k/a
EASTERN COAL CO.)
(Breslube-Penn Parent ID # 2172)

Date: Sept. 14, 2004


[Names and address of Defendant's
signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: C T Corporation System

Title: Registered Agent

Address: 707 Virginia Street East
Charleston, WV 25301

Jiri Nemec - President
202 Laidley Tower
Charleston, WV 25324

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT EATON CORP.
(Breslube-Penn Parent ID # 1975)

Date: 9.13.04

Lynn R. Rogozinski
[Names and address of Defendant's
signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: LYNN R. ROGOZINSKI

Title: SENIOR ATTORNEY

Address: EATON CORPORATION
1111 SUPERIOR AVE.
CLEVELAND OH 44114

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

Date: September 15, 2004

FOR DEFENDANT FMC CORP.
(Breslube-Penn Parent ID # 303)



Robert T. Forbes
Director, Environment
FMC Corporation
1735 Market Street
Philadelphia, PA 19103

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John Stillman

Title: Assistant General Counsel

Address: FMC Corporation
1735 Market St.
Phila, PA. 19103
(215) 299-6989

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT GREATER
CLEVELAND REGIONAL TRANSIT
AUTHORITY (R.T.A.)

(Breslube-Penn Parent ID # 2447)

Date: 9-21-04

Benford

Sheryl King Benford
[Names and address of Defendant's
signatories] Sheryl King Benford

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: **Sheryl King Benford**

Title: **General Counsel, Deputy General Manager for Legal Affairs**

Address: **1240 West 6th Street, Cleveland, Ohio, 44113**

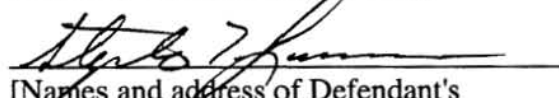
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Payment Option Selected:

Column 7 Minimum Premium Option ☒ **Column 8 Maximum Premium Option** ☐

FOR DEFENDANT GUTTMAN OIL CO.
(Breslube-Penn Parent ID # 214)

Date: 9-13-04


[Names and address of Defendant's
signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Stephen T. Lamm

Title: Safety Director

Address: Guttman Oil Company
200 Speers Street
Belle Vernon, PA 15012

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT HARLEY-
DAVIDSON MOTOR COMPANY
(Breslube-Penn Parent ID # 2616)

JAL

Date: 9/16/04

Gail Lion
[Names and address of Defendant's
signatories] *Gail Lion*

(Same as below)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: *GAIL A. LIONE*

Title: *VP GENERAL COUNSEL & SECRETARY*
HARLEY-DAVIDSON MOTOR COMPANY

Address: *3700 West Juneau Ave*
Milwaukee WI 53208

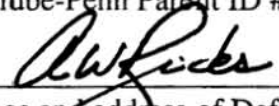
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT HYDRIL CO.
(Breslube-Penn Parent ID # 2160)

Date: _____

 **TREASURER**
[Names and address of Defendant's
signatories]

ANDREW W. RICKS
HYDRIL COMPANY
3300 N. SAM HOUSTON PKWY. E.
HOUSTON, TX 77032

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: **Mr. Kenneth S. Komoraski**

Title: **Partner**

Address: **Kirkpatrick & Lockhart, LLP**
535 Smithfield Street
Pittsburgh, PA 15222-2312

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

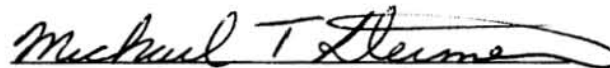
Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT INDUSTRIAL
TERMINAL SYSTEMS, INC.

(Breslube-Penn Parent ID # 775)

Date: 9-17-04



[Names and address of Defendant's
signatories]

Same as below

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael T. Steimer

Title: President

Address: PO Box 4127 New Kensington, Pa 15068

Home: 148 Shady Lane Leechburg, Pa 15656

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT INTERNATIONAL
PAPER (f/k/a HAMMERMIL PAPER CO.)
(Breslube-Penn Parent ID # 2063)

Date: 9/17/04

Brian E. Heim

[Names and address of Defendant's
signatories] same as below

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Brian E. Heim

Title: Counsel - EHS

Address: International Paper
6400 Poplar Ave
Memphis, TN 38197

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

\$3,511.64

FOR DEFENDANT INTERNATIONAL
TRUCK & ENGINE CORP. (f/k/a
INTERNATIONAL TRUCK)
(Breslube-Penn Parent ID # 4069)

Date: September 13, 2004



[Names and address of Defendant's
signatories]

Same as below

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: DAVID A. PIECH

Title: SENIOR COUNSEL

Address: INTERNATIONAL TRUCK AND ENGINE CORPORATION
4201 WINFIELD RD
WARRENVILLE, IL 60555

DAVID.PIECH@NAV-INTERNATIONAL.COM
630-753-3039

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT INTERNATIONAL
TRUCK & ENGINE CORP. (f/k/a
INTERNATIONAL TRUCK)
(Breslube-Penn Parent ID # 4069)

Date: 9/13/04

M. Luginbill
[Names and address of Defendant's
signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Mark J. Luginbill

Title: Manager - Corp. Real Estate

Address: 4201 Winfield Road
P.O. Box 1488
Warrenville, IL 60555

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

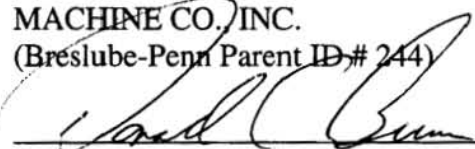
Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT J.F. BURNS
MACHINE CO., INC.

(Breslube-Penn Parent ID # 244)

Date: 9/20/04


[Names and address of Defendant's
signatories]

PRES.

Donald C. Burns, Pres.
J. F. Burns Machine Co., Inc.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Ross S. Bash Law Offices

Title: 2 W. Pittsburgh St.

Address: Delmont, PA 15626

4583 School Rd. S.
Export, PA 15632

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT JOY TECHNOLOGY
(Breslube-Penn Parent ID # 2403)

Date: September 13, 2004

by: Larry Buschling

Larry Buschling
Senior Vice President and
Managing Director, Americas

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert W. Thomson, Esq.

Title: Attorney

Address: Babst, Calland, Clements & Zomnir
Two Gateway Center
Pittsburgh, PA 15222
(412) 394-4500

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT KIESEL OIL (a/k/a
KIESEL CO.)

(Breslube-Penn Parent ID # 2065)

Date: 9-14-04

Larry Goode
[Names and address of Defendant's
signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: LARRY GOODE

Title: Vice President

Address: 4801 Fyler Avenue
ST LOUIS, MO. 63116

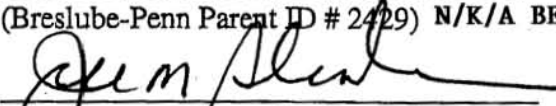
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT ~~KOPPE~~ KOPPERS COMPANY, INC.,
(Breslube-Penn Parent ID # 2429) N/K/A BEAZER EAST, INC.

Date: 9/14/04


[Names and address of Defendant's
signatories] Jill M. Blundon
Suite 3000
One Oxford Centre
Pittsburgh, PA 15219

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Jill M. Blundon

Title: Vice President and General Counsel

Address: Beazer East, Inc.
c/o Three Rivers Management, Inc.
Suite 3000
One Oxford Centre
Pittsburgh, PA 15219

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT LUBRIQUIP, INC.
(a/k/a LUBIQUIP DIVISION)
(Breslube-Penn Parent ID # 900)

Date: 9/17/04

Richard Morgan, Pres.
[Names and address of Defendant's
signatories]

Richard Morgan, Pres.
18901 CRANWOOD PKWY
CLEVELAND, OH
44128

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: JEFF GACKA

Title: VICE-PRESIDENT, FINANCE

Address: 18901 CRANWOOD PARKWAY
CLEVELAND, OH 44128

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT LUSTINE

CHEVROLET

(Breslube-Penn Parent ID # 2788)

Date: 9/23/04

Steven P. Noble, Secretary
[Names and address of Defendant's
signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Steven P. Noble

Title: Secretary

Address: Lustine Chevrolet
4916 41st NW
Washington, DC 20016

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

Date: 9/14/04

FOR DEFENDANT McKEAN
OLDSMOBILE
(Breslube-Penn Parent ID # 1577)

Brad D. McKean - president
[Names and address of Defendant's
signatories] Brad McKean,

Agent Authorized to Accept Service on Behalf of Above-signed Party:

5001 Liberty Avenue.
Pittsburgh, PA 15224

Name: Arnold M. Epstein, Esquire

Title: Counsel for Defendant, McKean

Address: 445 Fort Pitt Blvd., Ste. 500
Pittsburgh, PA 15219

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT MINE SAFETY
APPLIANCE COMPANY, INC.
(Breslube-Penn Parent ID # 1348)

Date: September 14, 2004



[Names and address of Defendant's
signatories] Lawrence M. Berger

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Lawrence M. Berger

Title: Director of Environmental Affairs

Address: 121 Gamma Drive
Pittsburgh, PA 15238

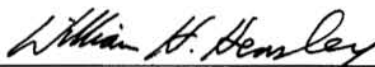
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT MUELLER COPPER
TUBE PRODUCTS, INC. (f/k/a
HALSTEAD INDUSTRIES, INC.)
(Breslube-Penn Parent ID # 378)

Date: 9/16/04


[Names and address of Defendant's
signatories] Mueller Copper Tube Products, Inc.
William H. Hensley
8285 Tournament Drive, Ste. 150
Memphis, TN 38125

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: William H. Hensley

Title: Vice President - Legal and Secretary
Mueller Copper Tube Products, Inc.

Address: 8285 Tournament Drive
Suite 150
Memphis, TN 38125

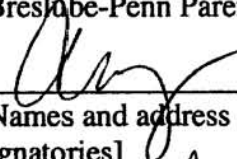
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT NEPCO
(Breslube-Penn Parent ID # 768)

Date: 9/20/04



[Names and address of Defendant's
signatories]

Andrea B. Schry
(address below)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Andrea Schry

Title: VP + Corporate Controller

Address: PO Box 7259
New Castle PA 16101

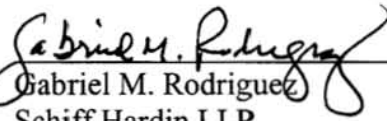
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT NEWELL
RUBBERMAID, INC., on behalf of its
former subsidiary ANCHOR HOCKING
CORP. (for PLANT #5)
(Breslube-Penn Parent ID # 261)

Date: 9-22-04



Gabriel M. Rodriguez
Schiff Hardin LLP
6600 Sears Tower
Chicago, IL 60606

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Gabriel M. Rodriguez

Title: Attorney

Address Schiff Hardin LLP
6600 Sears Tower
Chicago, IL 60606

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT PHILIPS
ELECTRONICS NORTH AMERICA
CORP. (for NORELCO CORP.)
(Breslube-Penn Parent ID # 2277)

Date: 9/15/04

Sijze W. Bokker, Sr. VP (Legal)
[Names and address of Defendant's
signatories] 1251 Avenue of the Americas
New York, NY 10020

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Philips Electronics North America Corporation
c/o CSC
Title: Registered Representative
Address: 2704 Commerce Dr.
Harrisburg, PA 17110

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT PITTSBURGH
BRASS

(Breslube-Penn Parent ID # 2437)

Date: 9/20/04

Nancy A. Mayer
[Names and address of Defendant's
signatories]

Same as below

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: NANCY A. MAYER

Title: CONTROLLER

Address: PBM
1070 SANDY HILL ROAD
IRWIN PA 15642

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT PITTSBURGH TUBE
CO.

(Breslube-Penn Parent ID # 335)

Date: 9/20/04

Edward M. Cumberland - Edward Cumberland
[Names and address of Defendant's
signatories] Treasurer and Chief Financial Officer

PTC Alliance
6051 Wallace Road Ext., Suite 200
Wexford, PA 15090-7386

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: LOUIS NAUGLE, ESQ

Title: COUNSEL FOR PITTSBURGH TUBE CO.

Address: REED SMITH LLP
435 SIXTH AVE.
PITTSBURGH PA 15219

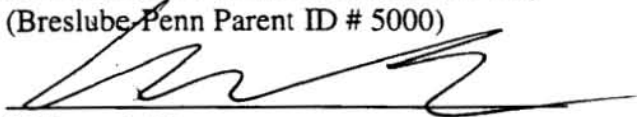
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT POTOMAC
ELECTRIC POWER CO. (a/k/a PEPCO)
(Breslube Penn Parent ID # 5000)

Date: 9/16/04


William J. Sim
President
701 Ninth Street, N.W.
Suite 1000, 10th Floor
Washington, D.C. 20068

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael J. Boland

Title: Associate General Counsel

Address: 701 Ninth Street, N.W.
Suite 1100, 10th Floor
Washington, D.C. 20068

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT PPG INDUSTRIES,
INC.

(Breslube-Penn Parent ID # 2635)

Date: 9/21/04

David E. Shavick

[Names and address of Defendant's
signatories]

David Shavick
Vice President, Automotive Replacement Glass

Agent Authorized to Accept Service on Behalf of Above-signed Party: One PPG Place

Name: Paul M. King

Title: Attorney

Address: One PPG Place
Pittsburgh, PA 15272
412-434-3703

Pittsburgh, PA 15272

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

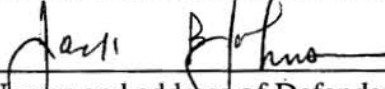
Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT PRINCE GEORGES
COUNTY (for PRINCE GEORGES
COUNTY CENTRAL VEHICLE
MAINTENANCE and PRINCE GEORGES
COUNTY DEPARTMENT OF PUBLIC
WORKS)

(Breslube-Penn Parent ID # 3956)

Date: Sept. 20, 2004


[Names and address of Defendant's
signatories]

Jack B. Johnson
County Executive

County Administration Bldg., Rm 5032
14741 Governor Oden Bowie Dr.
Upper Marlboro, Md. 20772-3070

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David S. Whitacre

Title: County Attorney

Address: Prince George's County Office of Law
Room 5121, County Administration Building
Upper Marlboro, Maryland 20772

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT PRAXAIR, INC. (f/k/a
UNION CARBIDE CO.)
(Breslube-Penn Parent ID # 6413)

Date:

September 20, 2004

T.F. Trump
[Names and address of Defendant's
signatories]

Ted Trump, Vice President
(address same as below)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: RICHARD TISLIT

Title: SENIOR GROUP COUNSEL, PRAXAIR, INC.

Address: 39 OLA RIDGEWAY ROAD, PRAXAIR, INC.,
DANBURY, CT 06810-5113

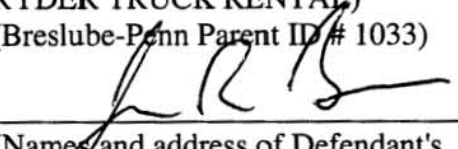
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT RYDER TRUCK (a/k/a
RYDER TRUCK RENTAL)
(Breslube-Penn Parent ID # 1033)

Date: 9/15/04


[Names and address of Defendant's
signatories]


James Barr
Group Director Env. Services

Agent Authorized to Accept Service on Behalf of Above-signed Party: (address same as below)

Name: Sanford J. Hodes

Title: Assoc. General Counsel
RYDER TRUCK RENTAL, INC.

Address: 3600 NW 82ND AVE
Miami, FL 33166

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT SCALISE BROS., INC.
(a/k/a SCALISE BROTHERS)
(Breslube Penn Parent ID # 1925)

Date: 9-15-04

William Scalise Pres.
WILLIAM SCALISE, PRES.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: WILLIAM SCALISE
Title: PRESIDENT
Address: 8 WILLOW STREET
CARNEGIE PA 15106

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT SKF USA, INC. (a/k/a
SKF INDUSTRIES)
(Breslube-Penn Parent ID # 6410)

Date: 9/13/04

Timothy D. Gifford
[Names and address of Defendant's
signatories] **TIMOTHY D. GIFFORD**
VICE PRESIDENT, GENERAL COUNSEL
& SECRETARY

Agent Authorized to Accept Service on Behalf of Above-signed Party:

1111 ADAMS AVE.
NORRISTOWN, PA. 19403

Name: MICHAEL A. BOGDONOFF, Esq

Title: ATTORNEY

Address: DECHERT LLP
4000 BELL ATLANTIC TOWER
1717 ARCH ST.
Phila., PA 19103

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

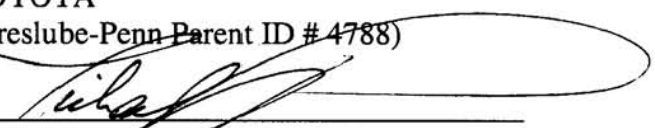
Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT SPRINGFIELD
TOYOTA

(Breslube-Penn Parent ID # 4788)

Date: 9/20/04


[Names and address of Defendant's
signatories]

(same as below)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Michael Jennings

Title: Pres.

Address: 6570 Amherst Ave
Springfield, VA 22150



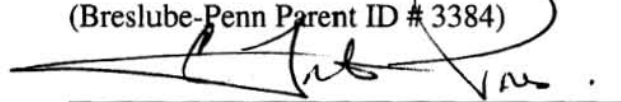
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Payment Option Selected:

Column 7 Minimum Premium Option ☒ Column 8 Maximum Premium Option ☐

Date: Sept 18 04

FOR DEFENDANT TATE DODGE
(Breslube-Penn Parent ID # 3384)



[Names and address of Defendant's signatories]

Charles G. Tate Jr.
Tate Dodge
7139 Ritchie Hwy
Glen Burnie, MD 21061

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Dwight B. Tate Esq

Title: General Counsel Tate Dodge

Address: 4 Kuethe RD N.E.

Glen Burnie MD 21060

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT THE HALL CORP.

(f/k/a STACKPOLE CO.)

(Breslube-Penn Parent ID #2422)

Date:

9/15/04

[Names and address of Defendant's
signatories]

(ADDRESS BELOW)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: EMSOURCE ST. MARY'S LLC (DAVID H. CRITCHFIELD)

Title: MANAGER

Address: 111 COMMERCIAL STREET

SUITE 400

SOUTH PORTLAND, ME 04101


THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa) Civil Action No. 04-____, relating to the Breslube-Penn Superfund Site in Corapolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT THE MAY
DEPARTMENT STORES CO. (d/b/a
HECHT CO.)
(Breslube-Penn Parent ID #2779)

Date: 9/28/04



Alan E. Charlson
Senior Vice President
address same as below

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Charles R. Miller
Title: Senior Counsel
Address: 611 Olive Street
St. Louis, Missouri 63101

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT THE GOODYEAR
TIRE & RUBBER CO., (a/k/a
GOODYEAR TIRE and GOODYEAR
SERVICE STORES and CENTERS)
(Breslube-Penn Parent ID # 6380)

Date: September 20, 2004

Donald E. Stanley
Donald E Stanley, Vice President

Attest:

By:

B Bell
B Bell, Assistant Secretary

Date: September 20, 2004

Agent Authorized to Accept Service on Behalf of above-signed Party:

Winfred T Colbert, Attorney
The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, OH 44316-0001

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.PA.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT THOMAS STEEL CO.
(f/k/a THOMAS STEEL STRIP CO.)
(Breslube-Penn Parent ID # 622)

Date: 9-15-04



Louis J. Capuano
Vice President, Manufacturing
Thomas Steel Strip Corporation
Delaware Avenue, NW
Warren, OH 44485
330-841-6174

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Lindsay P. Howard, Esquire
Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center
Pittsburgh, PA 15222
412-394-5400

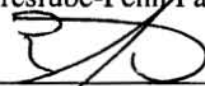
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT TIMONIUM
CHRYSLER PLYMOUTH
(Breslube-Penn Parent ID # 4711)

Date: 9-14-04



[Names and address of Defendant's
signatories]

R. Andrew White
10300 York Rd
Cockeysville, MD 21030

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: R. Andrew White

Title: VP

Address: 10300 York Rd.
Cockeysville MD 21030

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

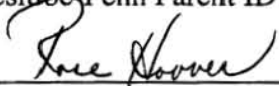
Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT UNION ELECTRIC
STEEL CORP.

(Breslube, Penn Parent ID # 2179)

Date: 9/10/2004



[Names and address of Defendant's
signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Rose Hoover

Title: Vice President and Corporate Secretary

Address: Union Electric Steel Corporation
c/o 600 Grant Street, Suite 4600
Pittsburgh, PA 15219

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT UNITED IRON &
STEEL (a/k/a UNION IRON & METAL)
(Breslube-Penn Parent ID # 4166)

Date: 09/21/04

John R. Soud, atty. for
[Names and address of Defendant's
signatories] United
Iron &
Metal
Co., Inc.

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Thomas M. Wood

Title: Attorney for United Iron & Metal Co., Inc.

Address: One South St.

27th Floor

Baltimore, Md. 21202

Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT VERIZON MARYLAND
INC. AND VERIZON VIRGINIA INC.
(f/k/a C & P Telephone Company
(Breslube Penn Parent ID # 6391)

Date: 9/21/04



Same as below

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David M. Feldman

Title: Assistant General Counsel

Address: Verizon Legal Department
1095 Ave of Americas 38th Floor
NY, NY 10036

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

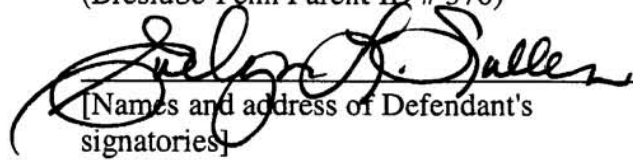
Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT VOLKSWAGEN OF
AMERICA INC.

(Breslube-Penn Parent ID # 576)

Date:

9/14/04


[Names and address of Defendant's
signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Evelyn L. Sullen

Title: Attorney

Address: 3800 Hamlin Road
Auburn Hills, MI 48326

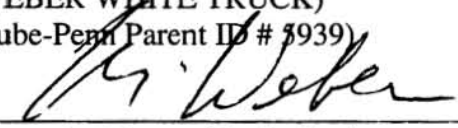
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Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

FOR DEFENDANT WEBER VOLVO CO.
(for WEBER WHITE TRUCK)
(Breslube-Penn Parent ID # 5939)

Date: 9/15/04


[Names and address of Defendant's
signatories]

Same as below

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: William F. Weber III
Title: President, Treasurer
Address: 1331 Half St. SE
Washington, DC 20003

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ **Column 8 Maximum Premium Option** ☒

Date: 09/14/04

FOR DEFENDANT WESTERN AUTO
(Breslube-Penn Parent ID # 2685)
Western Auto Supply Company

By: Jeffrey T. Gray

[Names and address of Defendant's
signatories]

Jeffrey T. Gray

Senior Vice President, Chief Financial Officer
and Assistant Secretary

Agent Authorized to Accept Service on Behalf of Above-signed Party: (Address same as below)

Name: Eric M. Margolin

Title: Senior Vice President, General Counsel and Secretary

Address: 5673 Airport Road
Roanoke, Virginia 24012

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT WOLLAM
CHEVROLET, INC.
(Breslube-Penn Parent ID # 752)

Date: 9-13-04

Vince Prindle
[Names and address of Defendant's
signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: VINCE PRINDLE

Title: PRESIDENT

Address: 488 S. HIGH ST. (P.O. BOX 370)
CORTLAND, OHIO 44410

THE UNDERSIGNED PARTY enters into this First Round De Minimis Consent Decree in the matter of United States v. Aetna, Inc., et al., U.S.D.C. (W.D.Pa.) Civil Action No. 04-_____, relating to the Breslube-Penn Superfund Site in Coraopolis, Pennsylvania.

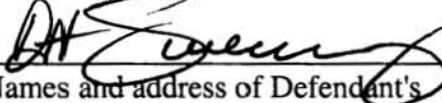
Payment Option Selected:

Column 7 Minimum Premium Option ☐ Column 8 Maximum Premium Option ☒

FOR DEFENDANT YOUNGSTOWN
BUICK

(Breslube-Penn Parent ID # 799)

Date: 9/13/04


[Names and address of Defendant's
signatories] 7997 MARKET ST.
YOUNGSTOWN, OH 44512

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: DAVID H. SWEENEY

Title: PRESIDENT

Address: 7997 MARKET ST.
YOUNGSTOWN, OH 44512

APPENDIX A

List of Settling Defendants and Settling Federal Parties

Breslube Penn

Appendix A

List of Settling Defendants and Settling Federal Agencies

PRP ID	PARTY NAME
1995	AETNA INC. (1995)
5335	AL PACKER FORD, INC. (5335)
1272	ALCAN SHEET AND PLATE/ALCAN ALUMINUM (1272)
1704	ALLEGHENY POWER (for SPRINGDALE POWER PLANT) (1704)
4996	AMERICAN SERVICE CENTER ASSOCIATES, LLC (trading as AMERICAN SERVICE CENTER-a Mercedes-Benz Retailer) (4996)
6407	ASHLAND, INC. (for ASHLAND CHEMICAL, INC., ASHLAND OIL, INC. and ASHLAND PETROLEUM) (6407)
2060	AVIS RENT A CAR SYSTEM INC., (for AVIS RENTALS and AVIS TRUCK SERVICE) (2060)
1534	BESSEMER & LAKE ERIE RAILROAD CO. (1534)
3850	BOARD OF EDUCATION OF BALTIMORE COUNTY (a/k/a BALTIMORE COUNTY PUBLIC SCHOOLS) (3850)
5652	BOSTON METAL (5652)
6379	BRIDGESTONE/FIRESTONE NORTH AMERICAN TIRE, LLC (f/k/a FIRESTONE CO.) (6379)
1917	BROWNING-FERRIS INDUSTRIES, INC. (a/k/a BFI) (1917)
1245	BUCKEYE PIPE LINE CO. (1245)
840	BUCYRUS-ERIE CO. (840)
6408	CATERPILLAR, INC. (a/k/a CATERPILLAR TRACTOR CO.) (6408)
837	CCX, INC., BRAEBURN ALLOY STEEL DIVISION (837)
231	CHAMBERS DEVELOPMENT CO. (231)
1289	CONSOL ENERGY INC. (f/k/a CONSOLIDATION COAL CO.) (1289)
247	COOPER ENERGY SERVICES (247)
1748	CORNING, INC. (f/k/a CORNING GLASS) (1748)
2050	CROWN WRECKING CO., INC (2050)

Breslube Penn

Appendix A

List of Settling Defendants and Settling Federal Agencies

PRP ID	PARTY NAME
2309	DAIMLER CHRYSLER CORP. (for AMC JEEP PLANT) (2309)
885	DONNELL FORD (885)
297	DRAVO CORP. (for DRAVO COMPOSITE FUELS PILOT PLANT) (297)
1249	DUQUESNE LIGHT CO. (a/k/a ALLEGHENY STEAM) (1249)
2172	EASTERN ASSOCIATED COAL, CORP. (f/k/a EASTERN COAL CO.) (2172)
1975	EATON CORP. (1975)
303	FMC CORP. (303)
2447	GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY (R.T.A.) (2447)
214	GUTTMAN OIL CO. (214)
2616	HARLEY-DAVIDSON MOTOR COMPANY (2616)
2160	HYDRIL CO. (2160)
775	INDUSTRIAL TERMINAL SYSTEMS, INC. (775)
2063	INTERNATIONAL PAPER (f/k/a HAMMERMIL PAPER CO.) (2063)
4069	INTERNATIONAL TRUCK & ENGINE CORP. (f/k/a INTERNATIONAL TRUCK) (4069)
244	J.F. BURNS MACHINE CO., INC. (244)
2403	JOY TECHNOLOGY (2403)
2065	KIESEL OIL (a/k/a KIESEL CO.) (2065)
2429	KOPPERS COMPANY, INC., (n/k/a BEAZER EAST, INC.) (2429)
900	LUBRIQUIP, INC. (a/k/a LUBIQUIP DIVISION) (900)
2788	LUSTINE CHEVROLET (2788)

Breslube Penn

Appendix A

List of Settling Defendants and Settling Federal Agencies

PRP ID	PARTY NAME
1577	McKEAN OLDSMOBILE (1577)
1348	MINE SAFETY APPLIANCE COMPANY, INC. (1348)
378	MUELLER COPPER TUBE PRODUCTS, INC. (f/k/a HALSTEAD INDUSTRIES, INC.) (378)
768	NEPCO (768)
261	NEWELL RUBBERMAID, INC., on behalf of its former subsidiary ANCHOR HOCKING CORP. (for PLANT #5) (261)
2277	PHILIPS ELECTRONICS NORTH AMERICA CORP. (for NORELCO CORP.) (2277)
2437	PITTSBURGH BRASS (2437)
335	PITTSBURGH TUBE CO. (335)
5000	POTOMAC ELECTRIC POWER CO. (a/k/a PEPCO) (5000)
2635	PPG INDUSTRIES, INC. (2635)
6413	PRAXAIR, INC. (f/k/a UNION CARBIDE CO.) (6413)
3956	PRINCE GEORGES COUNTY (for PRINCE GEORGES COUNTY CENTRAL VEHICLE MAINTENANCE and PRINCE GEORGES COUNTY DEPARTMENT OF PUBLIC WORKS) (3956)
1033	RYDER TRUCK (a/k/a RYDER TRUCK RENTAL) (1033)
1925	SCALISE BROS., INC. (a/k/a SCALISE BROTHERS) (1925)
6410	SKF USA, INC. (a/k/a SKF INDUSTRIES) (6410)
4788	SPRINGFIELD TOYOTA (4788)
3384	TATE DODGE (3384)
6380	THE GOODYEAR TIRE & RUBBER CO., (a/k/a GOODYEAR TIRE and GOODYEAR SERVICE STORES and CENTERS) (6380)
2422	THE HALL CORP. (f/k/a STACKPOLE CO.) (2422)
2779	THE MAY DEPARTMENT STORES CO. (d/b/a HECHT CO.) (2779)

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Appendix A

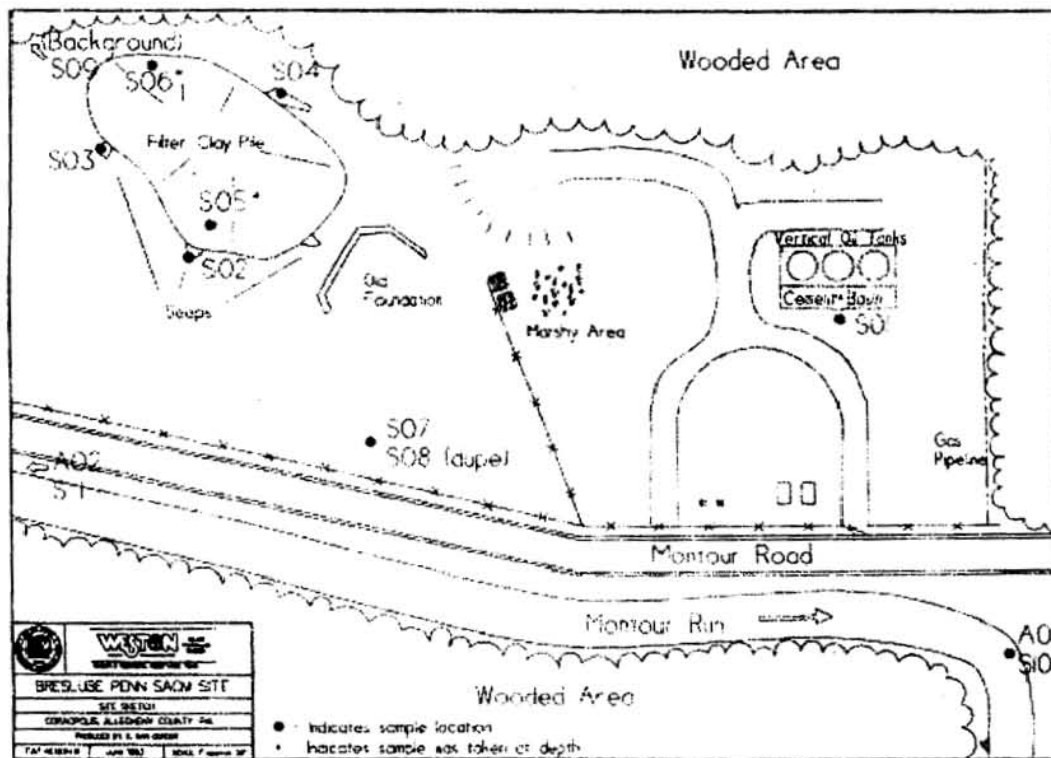
List of Settling Defendants and Settling Federal Agencies

PRP ID	PARTY NAME
622	THOMAS STEEL CO. (f/k/a THOMAS STEEL STRIP CO.) (622)
4711	TIMONIUM CHRYSLER PLYMOUTH (4711)
2179	UNION ELECTRIC STEEL CORP. (2179)
4166	UNITED IRON & STEEL (a/k/a UNION IRON & METAL) (4166)
6404, 6401, 1384, 6402, 6403, 838, 2047, 3835	UNITED STATES OF AMERICA U.S. Air Force (6404) U.S. Army (6401) U.S. Coast Guard (1384) U.S. Navy (6402) U.S. Post Office (6403) Bruceton Research Center (U.S. DOE, U.S. MSHA, U.S. DHHS) (838) Goddard Space Flight Center (2047) U.S. (3835)
6391	VERIZON MARYLAND INC. AND VERIZON VIRGINIA INC. (f/k/a C & P Telephone Company) (6391)
576	VOLKSWAGEN OF AMERICA INC. (576)
5939	WEBER VOLVO CO. (for WEBER WHITE TRUCK) (5939)
2685	WESTERN AUTO (2685)
752	WOLLAM CHEVROLET, INC. (752)
799	YOUNGSTOWN BUICK (799)

APPENDIX B

Map of the Site

Breslube Penn
Appendix B
Map of the Site



APPENDIX C

First Round *DeMinimis* Settlement Payment Chart

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Appendix C
First Round De Minimis Settlement Payment Chart

Site Past Response Costs*

(Includes \$1,156,873.00 in Work Group RI/FS Costs):

\$5,736,524.77

Site Future Response Costs*

(Includes \$65,000.00 in Work Group RI/FS Costs):

\$17,300,000.00

Total Site Volume (gallons): 78,222,232.36

Payment to EPA per Gallon (Minimum Premium): \$.48 cents (.51 cents for Defendants)

Payment to EPA per Gallon (Maximum Premium): \$.59 cents (.63 cents for Defendants)

(Cost per gallon rounded to nearest hundredth)

Defendant Parties are in bold face type

For these defendants, Site Past Response Costs total \$6,683,629.07 which includes pre-judgment interest

This information does not constitute a non-binding preliminary allocation of responsibility under CERCLA section 122(e)(3). This information should not be construed as an allocation of responsibility or liability by EPA. This waste-in-listed volumetric ranking is provided solely for your information. This list is preliminary and subject to revisions based upon new information as, and if, it becomes available.

Sample Entry and Explanation of Cost Equations:

1	2	3	4	5	6	7	8
PRP ID	PRP Name	Total Volume	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
0000	ABC Company	100,000.00	0.1278408925224390%	XYZ Shipping 17,500	\$ 29,450.10	\$ 47,870.86	\$ 58,929.10
EQUATIONS USED TO CALCULATE:			Total Volume / Total Site Volume	Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	% of Total Site Volume x Total Past and Future Response Costs	Base Share of Site Past and Future Response Costs + (50% of future response costs + 25% of past and future response costs)	Base Share of Site Past and Future Response Costs + (100% of future response costs + 25% of past and future response costs)
			$100,000 / 78,222,232.36 = 0.00127840892522439$		$0.00127840892522439 \times (\$5,736,524.77 + \$17,300,000.00)$	$\$29,450.10 + (.5 \times (0.00127840892522439 \times \$17,300,000.00)) + (.25 \times (0.00127840892522439 \times \$21,036,524.77))$	$\$29,450.10 + (1.00 \times (0.00127840892522439 \times \$17,300,000.00)) + (.25 \times (0.00127840892522439 \times \$21,036,524.77))$

1	2	3	4	5	6	7	8
PRP ID	PRP Name	Total Volume (Gallons)	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
6157	Metro Bus	144,944.00	0.1852977032577240%		\$ 42,686.15	\$ 69,385.94	\$ 85,414.19
2403	Joy Technology	143,468.00	0.1834107716840930%		\$ 42,251.47	\$ 68,679.37	\$ 84,544.40
1796	Mesta Machine	135,762.00	0.1735593525063130%		\$ 39,982.04	\$ 64,990.44	\$ 80,003.32
324	Petroclean	135,658.00	0.1734263979780900%	Petroclean 60,416	\$ 39,951.42	\$ 64,940.65	\$ 79,942.04
58	General Electric	135,544.00	0.1732806593606150%	National Forge 4,305	\$ 39,917.84	\$ 69,730.68	\$ 84,719.46
1737	Ropet Incorporated	133,690.00	0.1709104892132490%	Ropet Incorporated 82,306	\$ 39,371.84	\$ 63,998.55	\$ 78,782.31
1911	Ohio River Industries	131,009.00	0.1674830748847220%	Robinson Petroleum Co. 27,900	\$ 38,582.28	\$ 62,715.14	\$ 77,202.42
1029	Cousins Industrial Service/Cousin's Oil Service	127,923.00	0.1635379049414790%	Constal Tank Lines, Inc. 6,400 M. T. 28,198 C. O. 10,847	\$ 37,673.45	\$ 61,237.84	\$ 75,383.87
6411	Amcast Industrial Corporation	125,276.00	0.1601539565164110%		\$ 36,893.91	\$ 64,448.31	\$ 78,301.62
1862	C & M Chemical	124,549.00	0.1592245532277720%	C & M Chemical 99,968	\$ 36,679.80	\$ 59,622.68	\$ 73,395.60

* Please refer to prior 3/29/04 letter, "Payment to the US" and Section VI of the final Consent Decree (Att. D) for explanation of Minimum and Maximum Premium Options.

+Please refer to section V of final Consent Decree(Att.D) for definitions of terms

Breslube Penn
Appendix C
First Round De Minimis Settlement Payment Chart

1	2	3	4	5	6	7	8
PRP ID	PRP Name	Total Volume (Gallons)	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
2136	Midwest Oil Recovery	123,592.50	0.1580017550907950%	Midwest Oil Recovery 5,189 Michigan Transportation 6,213	\$ 36,398.11	\$ 59,164.79	\$ 72,831.95
2582	C & M Waste	122,647.00	0.1567930194519960%		\$ 36,119.66	\$ 58,712.17	\$ 72,274.77
1909	Don's Road Oil	107,343.00	0.1372282492603620%	Don's Road Oil 18,638 J. C. 6,500	\$ 31,612.62	\$ 51,386.02	\$ 63,256.26
555	Witco Chemical Corporation	103,983.00	0.1329327952716080%	Witco Chemical Corporation 5,985	\$ 30,623.10	\$ 49,777.56	\$ 61,276.24
1855	Service Processing	102,586.00	0.1311468580030690%		\$ 30,211.68	\$ 49,108.80	\$ 60,453.00
2241	McCutcheon Oil	101,484.00	0.1297380513674720%	Covert 6,607	\$ 29,887.14	\$ 48,581.26	\$ 59,803.51
6410	SKF USA, Inc.	101,420.00	0.1296562331962580%		\$ 29,868.29	\$ 52,175.57	\$ 63,390.34
2454	Fred's Waste Oil	99,560.00	0.1272783925953406%	Fred's Waste Oil 97,137	\$ 29,320.52	\$ 47,650.23	\$ 58,669.81
1932	Oil Service	95,141.00	0.1216291035547740%	Oil Service 89,641	\$ 28,019.12	\$ 45,544.82	\$ 56,065.73
2537	Sunray Oil	93,125.75	0.1190527899682150%		\$ 27,425.63	\$ 44,580.10	\$ 54,870.16
6358	Sunoco, Inc.	89,486.40	0.1144002124462000%	Ebony Oil 280	\$ 26,353.83	\$ 42,037.91	\$ 52,732.53
576	Volkswagen of America Inc	87,802.00	0.1122468604525520%		\$ 25,857.78	\$ 45,169.79	\$ 54,879.14
1006	Consolidated Aluminum Corporation	87,420.00	0.1117585082431160%		\$ 25,745.28	\$ 41,848.71	\$ 51,515.82
2213	Bethlehem Steel (Bethlehem)	84,912.00	0.1085522586586530%	Prebble 6,667 Weavertown Transport 61,445	\$ 25,006.67	\$ 43,683.02	\$ 53,072.79
5324	P & L E RR	83,986.00	0.1073684519938960%		\$ 24,733.96	\$ 40,204.82	\$ 49,492.19
2741	CPW Disposal Limited	83,682.35	0.1069802631237510%	Mainland Chemical 67,800 Orio's Gas and Oil Ltd. 15,882	\$ 24,644.53	\$ 40,059.46	\$ 49,313.25
1853	Chem Oil	82,821.00	0.1058791055960090%	C. O. 56,651 Orio's Gas and Oil Ltd. 6,000	\$ 24,390.87	\$ 39,647.13	\$ 48,805.67
152	Petroleum Products	73,149.00	0.0935143344712388%	Petroleum Products 6,398 Orio's Gas and Oil Ltd.	\$ 21,542.45	\$ 35,017.06	\$ 43,106.05
1225	Kittinger Trucking Co.	70,926.00	0.0906724314304650%		\$ 20,887.78	\$ 33,952.89	\$ 41,796.05
2578	Pennsylvania Power Co	69,945.00	0.0894183122748199%		\$ 20,598.87	\$ 33,483.27	\$ 41,217.96
1791	J. M. Wagner & Sons	67,410.00	0.0861775456493760%	J. M. Wagner & Sons 34,115	\$ 19,852.31	\$ 32,269.75	\$ 39,724.10
811	U. S. Mill Service	65,473.00	0.0837012675612164%	U. S. Mill Service 12,891	\$ 19,281.86	\$ 31,342.49	\$ 38,582.65
1994	Valley	63,760.00	0.0815113530723070%	B. O. 1,650 B. D. 1,587	\$ 18,777.38	\$ 30,522.46	\$ 37,573.19
2748	Karl's Waste Oil	61,336.00	0.0784124898375631%	Karl's Waste Oil 33,363	\$ 18,063.51	\$ 29,362.07	\$ 36,144.75

* Please refer to prior 3/29/04 letter, "Payment to the US" and Section VI of the final Consent Decree (Att. D) for explanation of Minimum and Maximum Premium Options.
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Breslube Penn
Appendix C
First Round De Minimis Settlement Payment Chart

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PRP ID	PRP Name	Total Volume (Gallons)	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
6408	Caterpillar, Inc.	60,699.00	0.0775981433521952%	Matlack, Inc. 30,000	\$ 17,875.92	\$ 31,226.63	\$ 37,938.87
1219	Colvin Oil Service	60,266.00	0.0770445922875730%	Coastal Tank Lines, Inc. 30,000	\$ 17,748.40	\$ 28,849.85	\$ 35,514.21
2145	DaPont	58,845.00	0.0752279732048292%		\$ 17,329.91	\$ 28,169.61	\$ 34,676.83
6380	The Goodyear Tire & Rubber Co.	57,004.00	0.0728744223734911%		\$ 16,787.73	\$ 27,288.31	\$ 33,591.94
284	J. V. Peters	56,818.00	0.0726366383133993%	Coastal Tank Lines, Inc. 19,800	\$ 16,732.96	\$ 27,199.27	\$ 33,482.33
6362	Citgo Petroleum Corporation	55,595.00	0.0710731441978499%		\$ 16,372.78	\$ 26,613.81	\$ 32,761.63
1857	Chelvan Oil	54,334.00	0.0694610705431419%		\$ 16,001.42	\$ 26,010.15	\$ 32,018.54
2423	Owens-Illinois	54,267.00	0.0693754171451519%	Weavertown Transport 54,267	\$ 15,981.69	\$ 25,978.08	\$ 31,979.05
848	Dommernuth Petroleum	52,806.00	0.0675076617053991%		\$ 15,551.42	\$ 25,278.69	\$ 31,118.10
1748	Corning Glass	50,237.00	0.0642234291764976%		\$ 14,794.85	\$ 24,048.88	\$ 29,604.21
2587	Russell Bursell Ward Bolt & Nut	50,200.00	0.0641761280462643%	Russell Bursell Ward Bolt & Nut	\$ 14,783.95	\$ 24,031.17	\$ 29,582.41
332	Pittsburgh Forgings Company	50,152.00	0.0641147644178535%	Three Rivers 8,000	\$ 14,769.81	\$ 24,008.19	\$ 29,554.12
2545	Herberts	49,200.00	0.0628977191210399%	Liquid Gold 42,200	\$ 14,489.45	\$ 23,552.46	\$ 28,993.12
4798	Refinery Prod	48,167.00	0.0615771227012831%		\$ 14,185.23	\$ 23,057.95	\$ 28,384.38
1703	Systems Technology Corp.	48,000.00	0.0613636284107707%	Coastal Tank Lines, Inc. 6,000	\$ 14,136.05	\$ 22,978.01	\$ 28,285.97
2900	Wash Tank Maintenance	47,200.00	0.0603409012705911%		\$ 13,900.45	\$ 22,595.05	\$ 27,814.53
1975	Eaton Corp.	46,897.00	0.0599535433662482%		\$ 13,811.21	\$ 22,450.00	\$ 27,635.98
1534	Hessemer & Lake Erie Rail Road Company	46,787.00	0.0598129183844735%		\$ 13,778.82	\$ 24,069.60	\$ 29,243.42
3178	Eastalec Aluminum Co.	46,670.00	0.0596633445402222%		\$ 13,744.36	\$ 22,341.33	\$ 27,502.21
303	FMC Corp.	46,251.00	0.0591276912005532%	Coastal Tank Lines, Inc. 4,000 FMC Corp. 3,680	\$ 13,620.97	\$ 22,140.75	\$ 27,255.30
54	Weavertown Transport	44,366.00	0.0567178903765052%	Weavertown Transport 34,801	\$ 13,065.83	\$ 21,238.39	\$ 26,144.48
1913	Weber Oil	42,355.00	0.0541470100278790%		\$ 12,473.59	\$ 20,275.70	\$ 24,959.42
2077	Chemical Disposal	42,157.00	0.0538938850606846%	Chemical Disposal 36,015	\$ 12,415.28	\$ 20,180.92	\$ 24,842.74
900	Lubriquip Division	41,676.00	0.0532789703676516%		\$ 12,273.62	\$ 19,950.66	\$ 24,559.29
1249	Duquesne Light Co.	44,979.00	0.0575015550476678%	AMO Pollution Services 4,500	\$ 13,246.36	\$ 21,531.83	\$ 26,505.72
6413	Praxair, Inc.	45,063.34	0.0576093760564212%		\$ 13,271.20	\$ 23,182.86	\$ 28,166.07
1820	Willis Distributing	39,478.00	0.0504690275590084%		\$ 11,626.31	\$ 18,898.46	\$ 23,264.03
2055	A-1 Oil	38,788.00	0.0495869253916036%		\$ 11,423.10	\$ 18,568.15	\$ 22,857.42
297	Dravo Composite Fuels Pilot Plant	38,009.00	0.0485910448388538%		\$ 11,193.69	\$ 18,195.24	\$ 22,398.36
1222	Penn Electric	37,990.00	0.0485667550692745%		\$ 11,188.09	\$ 18,186.14	\$ 22,387.16
335	Pittsburgh Tube Company	36,585.00	0.0467705905293343%		\$ 10,774.32	\$ 18,821.17	\$ 22,866.83

* Please refer to prior 3/29/04 letter, "Payment to the US" and Section VI of the final Consent Decree (Alt. D) for explanation of Minimum and Maximum Premium Options.
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Breslube Penn
Appendix C
First Round De Minimis Settlement Payment Chart

1	2	3	4	5	6	7	8
PRP ID	PRP Name	Total Volume (Gallons)	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
4047	Solvex	36,353.00	0.0464739996586822%		\$ 10,705.99	\$ 17,402.49	\$ 21,422.49
6326	Environmental Michigan Trans.	35,098.00	0.0448695964575256%		\$ 10,336.40	\$ 16,801.71	\$ 20,682.93
1996	National Waste Oil	34,824.00	0.0445193124120141%		\$ 10,255.70	\$ 16,670.55	\$ 20,521.47
1797	Modulus Corp.	33,977.00	0.0434365000523491%		\$ 10,006.26	\$ 16,265.08	\$ 20,022.34
2006	Ohio Edison	33,400.00	0.0426988581024946%		\$ 9,836.33	\$ 15,988.87	\$ 19,682.32
238	General Oil Company Inc.	32,469.33	0.0415090812680560%		\$ 9,562.25	\$ 15,543.35	\$ 19,133.88
6362	Orio's Mainland	32,427.50	0.0414556054227139%		\$ 9,549.93	\$ 15,523.32	\$ 19,109.23
2240	Port Authority Transit of Pittsburgh	31,988.00	0.0408937447000777%		\$ 9,420.50	\$ 15,312.93	\$ 18,850.24
2319	Pierce Oil	31,618.00	0.0404207333977447%	Covert 6,232	\$ 9,311.53	\$ 15,135.81	\$ 18,632.20
187	Matlack, Inc.	31,031.00	0.0396703073586380%	Matlack, Inc. 2,106	\$ 9,138.66	\$ 14,854.81	\$ 18,286.29
2042	City of Wellsville	30,624.00	0.0391499949260717%		\$ 9,018.80	\$ 14,659.97	\$ 18,046.45
247	Cooper Energy Services	30,582.00	0.0390963017512123%		\$ 9,006.43	\$ 15,732.93	\$ 19,114.76
837	Braeburn Steel	30,517.00	0.0390132051710727%		\$ 8,987.29	\$ 14,608.75	\$ 17,983.39
3002	Giant Food	30,319.00	0.0387600802038782%		\$ 8,928.98	\$ 14,513.97	\$ 17,866.71
366	New Era Oil Service, Inc.	30,313.00	0.0387524097503269%		\$ 8,927.21	\$ 14,511.09	\$ 17,863.18
622	Thomas Steel Strip	30,136.00	0.0385261313705622%		\$ 8,875.08	\$ 15,503.48	\$ 18,835.99
2414	Orio's Gas and Oil Ltd.	30,100.00	0.0384801086492541%	Orio's Gas and Oil Ltd. 22,600	\$ 8,864.48	\$ 14,409.13	\$ 17,737.66
570	Van Huffel Tube Corporation	30,000.00	0.0383522677567317%		\$ 8,835.03	\$ 14,361.26	\$ 17,678.73
2147	Ted Mackinen	29,672.00	0.0379329496292581%		\$ 8,738.43	\$ 14,204.24	\$ 17,485.44
6269	Orios Chem Oil	29,212.00	0.0373448815236548%		\$ 8,602.96	\$ 13,984.04	\$ 17,214.37
6360	Aamco Transmissions, Inc.	28,825.00	0.0368501372695930%	Ebony Oil 123 Environmental Waste 130	\$ 8,488.99	\$ 13,798.78	\$ 16,986.31
846	Damco Sales and Service, Inc.	28,208.00	0.0360613589627296%	Supersucker 1,800	\$ 8,307.28	\$ 13,503.41	\$ 16,622.72
2829	Montgomery Wards	27,680.00	0.0353863590502111%		\$ 8,151.79	\$ 13,250.65	\$ 16,311.57
2445	Gil Damley	27,443.00	0.0350833761349329%	Gil Damley 25,848	\$ 8,081.99	\$ 13,137.20	\$ 16,171.91
5965	City Garage	27,363.00	0.0349811034209150%		\$ 8,058.43	\$ 13,098.90	\$ 16,124.77
2434	J. F. Hucksenstein	27,100.00	0.0346448818735809%	J. F. Hucksenstein 15,800	\$ 7,980.98	\$ 12,973.00	\$ 15,969.79
2070	Ecology Chemical	26,409.00	0.0337615013062509%	Matlack, Inc. 6,500	\$ 7,777.48	\$ 12,642.22	\$ 15,562.59
840	Bucyrus-Erie Company	26,374.00	0.0337167569938680%		\$ 7,767.17	\$ 12,625.46	\$ 15,541.96

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Appendix C
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1860	Sen Fox Oil	26,342.00	0.0336758479082608%		\$ 7,757.75	\$ 12,610.14	\$ 15,523.10
1884	Dietz Tank Cleaning	25,360.00	0.0324204503436905%		\$ 7,468.55	\$ 12,140.05	\$ 14,944.42
2455	J.L. Baltimore	25,079.00	0.0320612174357024%		\$ 7,385.79	\$ 12,005.53	\$ 14,778.83
1741	Environmental Oil	24,789.00	0.0316904788473874%	Ropet Incorporated 6,685	\$ 7,300.39	\$ 11,866.71	\$ 14,607.93
6020	Harford Division	24,620.00	0.0314744277390245%		\$ 7,250.61	\$ 11,785.81	\$ 14,508.34
6404	U.S. Air Force	24,478.00	0.0312928936716426%		\$ 7,208.80	\$ 11,717.83	\$ 14,424.66
3958	Abbey Drum Co	24,400.00	0.0311931777754751%		\$ 7,185.82	\$ 11,680.49	\$ 14,378.70
2063	Hammernill Paper	23,328.00	0.0298227234076345%		\$ 6,870.12	\$ 11,167.31	\$ 13,746.98
2093	Penn Alto Sanitation	23,321.00	0.0298137745451580%		\$ 6,868.06	\$ 11,163.96	\$ 13,742.85
2116	Chem Reclam	22,119.00	0.0282771270170383%		\$ 6,514.07	\$ 10,588.56	\$ 13,034.53
1245	Buckeye Pipeline	22,008.00	0.0281352236263383%	Reserve Petroleum Company 7,008 AMO Pollution Services 9,000	\$ 6,481.38	\$ 10,535.42	\$ 12,969.12
1963	Bali Chemical	21,800.00	0.0278693145698917%		\$ 6,420.12	\$ 10,435.85	\$ 12,846.54
1967	Heppenstall Oil	21,186.00	0.0270843714898039%		\$ 6,239.30	\$ 10,141.92	\$ 12,484.72
4530	National Transmission	20,837.00	0.0266382067749006%		\$ 6,136.52	\$ 9,974.85	\$ 12,279.06
2338	Boswell Oil Co.	20,653.00	0.0264029795326593%		\$ 6,082.33	\$ 9,886.77	\$ 12,170.63
2425	Northern Hills	20,435.00	0.0261242863869604%		\$ 6,018.13	\$ 9,782.41	\$ 12,042.16
6303	Shenandoah Truck	20,212.69	0.0258400832987937%		\$ 5,952.66	\$ 9,675.99	\$ 11,911.16
2134	Duke Lindsay	19,453.00	0.0248688888223900%		\$ 5,728.93	\$ 9,312.32	\$ 11,463.48
3988	Bill & Earl's Auto	19,319.00	0.0246975820264100%		\$ 5,689.46	\$ 9,248.17	\$ 11,384.51
2429	Koppers	19,213.00	0.0245620706803362%		\$ 5,658.25	\$ 9,197.43	\$ 11,322.05
67	Speedy Oil Company	18,458.00	0.0235968719417918%		\$ 5,435.90	\$ 8,836.00	\$ 10,877.13
5769	Rosenthal Chevrolet	18,197.00	0.0232632072123082%		\$ 5,359.03	\$ 8,711.06	\$ 10,723.33
2639	Pennsylvania Electric	18,014.00	0.0230292583789921%		\$ 5,305.14	\$ 8,623.46	\$ 10,615.49
1027	Michigan Transportation Co	17,952.00	0.0229499970256282%		\$ 5,286.88	\$ 8,593.78	\$ 10,578.95
409	Industrial Waste Disposal	17,841.00	0.0228080936349283%	Coastal Tank Lines, Inc. 10,621	\$ 5,254.19	\$ 8,540.64	\$ 10,513.54
1897	Aloe Coal	17,760.00	0.0227045425119851%		\$ 5,230.34	\$ 8,501.86	\$ 10,465.81
4520	Ezrine Auto	17,620.00	0.0225255652624537%		\$ 5,189.11	\$ 8,434.85	\$ 10,383.31
2242	Seaman Oil	17,540.00	0.0224232925484358%		\$ 5,165.55	\$ 8,396.55	\$ 10,336.16
2047	U. S.	17,494.50	0.0223651249423381%		\$ 5,152.15	\$ 8,374.77	\$ 10,309.35
281	R & E Waste	17,319.00	0.0221407641759612%		\$ 5,100.46	\$ 8,290.75	\$ 10,205.93
244	J. F. Burns Machine Co., Inc.	17,008.00	0.0217431790002164%		\$ 5,008.87	\$ 8,749.77	\$ 10,630.56

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2065	Kiesel Oil	16,997.00	0.0217291165020389%	Kiesel Oil 11,290 Kiesel Co 5,707	\$ 5,005.63	\$ 8,136.61	\$ 10,016.18
1905	Lorber Trucks	16,812.00	0.0214926108508724%		\$ 4,951.15	\$ 8,048.05	\$ 9,907.16
6395	Merchant's Inc.	16,765.00	0.0214325256313869%		\$ 4,937.31	\$ 8,025.55	\$ 9,879.46
5652	Boston Metal	16,275.00	0.0208061052580269%		\$ 4,793.00	\$ 7,790.98	\$ 9,590.71
6077	Signature Flight Support Co. (Page Airways/Butler Aviation)	16,219.00	0.020723008677873%		\$ 4,773.86	\$ 7,759.87	\$ 9,552.41
2309	AMC Jeep Plant	16,136.90	0.0206284064174207%		\$ 4,752.07	\$ 7,724.44	\$ 9,508.80
4996	American Servicenter	15,961.00	0.020404684855065%	Peloquin Ind. 200	\$ 4,700.53	\$ 7,640.67	\$ 9,405.67
1299	Wallover Oil	15,959.00	0.0204021280376560%		\$ 4,699.94	\$ 7,639.71	\$ 9,404.49
1384	Coast Guard	15,890.00	0.0203139178218155%		\$ 4,679.62	\$ 7,606.68	\$ 9,363.83
2113	Chemdyne	15,866.00	0.0202832360076102%		\$ 4,672.55	\$ 7,595.19	\$ 9,349.69
1934	C & C Welding	15,600.00	0.0199431792315005%		\$ 4,594.22	\$ 7,467.85	\$ 9,192.94
2790	Market Tire	15,160.00	0.0193806793064017%		\$ 4,464.63	\$ 7,257.22	\$ 8,933.65
2437	Pittsburgh Brass	14,890.00	0.0189204520933210%		\$ 4,358.61	\$ 7,084.89	\$ 8,721.51
1713	Kalumetals, Inc.	14,388.00	0.0183937476161285%	Coastal Tank Lines, Inc. 6,000	\$ 4,237.28	\$ 6,887.66	\$ 8,478.72
1917	BFI	14,296.00	0.0182761339950079%	Covert 5,400	\$ 4,210.19	\$ 6,843.62	\$ 8,424.50
6282	Conelco Hamilton	14,170.00	0.0181150544704296%	Coastal Tank Lines, Inc. 14,170	\$ 4,173.08	\$ 6,783.30	\$ 8,350.25
2036	Max Greely & Sons	14,160.00	0.0181022703811773%		\$ 4,170.13	\$ 6,778.51	\$ 8,344.36
5580	Norris Ferri	14,155.00	0.0180958783365512%		\$ 4,168.66	\$ 6,776.12	\$ 8,341.41
1284	Westville Oil & MFG. Co.	13,750.00	0.0175781227218353%		\$ 4,049.39	\$ 6,582.24	\$ 8,102.75
3426	Ken's Automotive Transmission Spec.	13,700.00	0.0175142022755741%		\$ 4,034.66	\$ 6,558.31	\$ 8,073.29
6317	Herbert's Liquid Gold	13,134.50	0.0167912620283597%		\$ 3,868.12	\$ 6,287.60	\$ 7,740.04
1734	Ohio Barge Line	12,996.50	0.0166148415966788%		\$ 3,827.48	\$ 6,221.54	\$ 7,658.72
1348	M. S. A.	12,833.50	0.0164064609418672%		\$ 3,779.48	\$ 6,143.51	\$ 7,562.67
2743	Da-Lee Excavating	12,500.00	0.0159801115653049%	Orio's Gas and Oil Ltd. 12,500	\$ 3,681.26	\$ 5,983.86	\$ 7,366.14
2080	Tri-City Oil	12,320.00	0.0157499979587645%		\$ 3,628.25	\$ 5,897.69	\$ 7,260.06
2424	Ohio Waste	12,263.00	0.0156771286500267%		\$ 3,611.47	\$ 5,870.40	\$ 7,226.48
2044	J & J Oil	12,072.00	0.0154329525453088%	Coastal Tank Lines, Inc. 6,000	\$ 3,555.22	\$ 5,778.97	\$ 7,113.92
2115	St. Joe Zinc	12,000.00	0.0153409071026927%		\$ 3,534.01	\$ 5,744.50	\$ 7,071.49
453	Diggs Sanitation Inc	12,000.00	0.0153409071026927%		\$ 3,534.01	\$ 5,744.50	\$ 7,071.49
4536	B W & S	11,942.00	0.0152667593850297%		\$ 3,516.93	\$ 5,716.74	\$ 7,037.31
2625	40 West Volkswagen	11,823.00	0.0151146287229279%		\$ 3,481.89	\$ 5,659.77	\$ 6,967.19
3956	Prince George Co. Central Vehicle Maintenance	11,415.00	0.0145930378814364%		\$ 3,361.73	\$ 5,464.46	\$ 6,726.76
6379	Bridgestone Americas Holding, Inc.	11,066.00	0.0141468731665331%		\$ 3,258.95	\$ 5,297.39	\$ 6,521.09
2640	Kimmel Tire	11,007.00	0.0140714470399448%	Peloquin Ind. 55	\$ 3,241.57	\$ 5,269.15	\$ 6,486.33

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6407	Ashland Chemical, Inc.	11,000.00	0.0140624981774683%		\$ 3,239.51	\$ 5,658.96	\$ 6,875.36
2345	S. R. Warehouse	10,650.00	0.0136150550536397%	M. T. 3,550	\$ 3,136.44	\$ 5,098.25	\$ 6,275.95
5707	Harbor Towing	10,605.00	0.0135575266520046%		\$ 3,123.18	\$ 5,076.70	\$ 6,249.43
2159	Aloe - Midway	10,500.00	0.0134232937148561%		\$ 3,092.26	\$ 5,026.44	\$ 6,187.56
2094	MA Bronstein	10,477.00	0.0133938903095759%	MA Bronstein 2,601	\$ 3,085.49	\$ 5,015.43	\$ 6,174.00
6391	Verizon Communications	10,412.00	0.0133107937294363%		\$ 3,066.34	\$ 4,984.31	\$ 5,135.70
2928	Sheehy Ford	10,251.00	0.0131049698924752%		\$ 3,018.93	\$ 4,907.24	\$ 6,040.82
1735	Refiners Transport & Terminal Corporation	10,193.00	0.0130308221748122%		\$ 3,001.85	\$ 4,879.48	\$ 6,006.64
2426	Nationwide	10,193.00	0.0130308221748122%	Weavertown Transport 2,004	\$ 3,001.85	\$ 4,879.48	\$ 6,006.64
378	Halstead Ind	10,035.00	0.0128288335646267%		\$ 2,955.32	\$ 4,803.84	\$ 5,913.53
2744	Ontario Waste Oil	10,000.00	0.0127840892522439%	Orio's Gas and Oil Ltd. 5,000	\$ 2,945.01	\$ 4,787.09	\$ 5,892.91
1272	Alcan Sheet and Plate/Alcan Aluminum	9,981.00	0.0127597994826646%		\$ 2,939.41	\$ 4,777.99	\$ 5,881.71
4575	Potts & Callahan	9,670.00	0.0123622143069198%		\$ 2,847.82	\$ 4,629.11	\$ 5,698.44
261	Anchor Hocking Corporation, Plant # 5	9,607.00	0.0122816745446307%		\$ 2,829.27	\$ 4,598.95	\$ 5,661.32
4087	Bethesda Ford	9,605.00	0.0122791177267803%		\$ 2,828.68	\$ 4,598.00	\$ 5,660.14
1033	Ryder Truck	9,473.00	0.0121103677486506%		\$ 2,789.81	\$ 4,534.81	\$ 5,582.35
6316	Ravenswood	9,401.25	0.0120186419082658%		\$ 2,768.68	\$ 4,500.46	\$ 5,540.07
2198	Bakerstown	9,352.00	0.0119556802686985%		\$ 2,754.17	\$ 4,476.88	\$ 5,511.05
1900	Duke Center	9,231.00	0.0118009927887463%		\$ 2,718.54	\$ 4,418.96	\$ 5,439.75
5766	Olmstead Olds	9,091.00	0.0116220155392149%		\$ 2,677.31	\$ 4,351.94	\$ 5,357.24
3778	K-Mart	9,007.00	0.0115146291894961%		\$ 2,652.57	\$ 4,311.73	\$ 5,307.74
1987	Ned's Oil	9,000.00	0.0115056803270195%		\$ 2,650.51	\$ 4,308.38	\$ 5,303.62
2182	Wagner	8,925.00	0.0114097996576277%	Wagner 4,150	\$ 2,628.42	\$ 4,272.47	\$ 5,259.42
3130	Benson Motor Cars	8,780.00	0.0112244303634701%		\$ 2,585.72	\$ 4,203.06	\$ 5,173.97
5235	Anacostia Chrysler-Plymouth	8,657.00	0.0110671860656675%		\$ 2,549.50	\$ 4,144.18	\$ 5,101.49
1523	Bob Smith Ford	8,608.00	0.0110045440283315%		\$ 2,535.06	\$ 4,120.72	\$ 5,072.62
2332	Alcoa	8,607.00	0.0110032656194063%	Petroleum Recycling 6,080	\$ 2,534.77	\$ 4,120.24	\$ 5,072.03
2447	RTA	8,600.00	0.0109943167569297%		\$ 2,532.71	\$ 4,116.89	\$ 5,067.90
2929	Pfizer Medical Center	8,570.00	0.0109559644891730%		\$ 2,523.87	\$ 4,102.53	\$ 5,050.22
2978	Stidham Tire	8,240.00	0.0105340895438490%		\$ 2,426.69	\$ 3,944.56	\$ 4,855.76
6086	Springfield Garage	8,125.00	0.0103870725174482%		\$ 2,392.82	\$ 3,889.51	\$ 4,787.99

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4122	Chevy Chase Chevrolet	8,107.00	0.0103640611567941%		\$ 2,387.52	\$ 3,880.89	\$ 4,777.38
775	Industrial Terminal System	8,000.00	0.0102272714017951%		\$ 2,356.01	\$ 3,829.67	\$ 4,714.33
1271	Airco	7,867.00	0.0100572430147403%		\$ 2,316.84	\$ 3,766.00	\$ 4,635.95
5263	Call Carl Inc	7,845.00	0.0100291180183853%		\$ 2,310.36	\$ 3,755.47	\$ 4,622.99
2172	Eastern Coal	7,814.00	0.0099894873417034%		\$ 2,301.23	\$ 3,740.63	\$ 4,604.72
6122	Schaefer & Strohmingier	7,725.00	0.0098757089473584%		\$ 2,275.02	\$ 3,698.02	\$ 4,552.27
4130	Courtesy AMC Jeep	7,293.00	0.0093234362916615%		\$ 2,147.80	\$ 3,491.22	\$ 4,297.70
2544	Country Kitchen	7,220.00	0.0092301124401201%		\$ 2,126.30	\$ 3,456.28	\$ 4,254.68
4147	Sonny's Trans.	7,130.00	0.0091150556368499%		\$ 2,099.79	\$ 3,413.19	\$ 4,201.64
1710	Glenshaw Glass	7,124.00	0.0091073851832986%		\$ 2,098.03	\$ 3,410.32	\$ 4,198.11
1473	Union Oil	7,000.00	0.0089488624765707%		\$ 2,061.51	\$ 3,350.96	\$ 4,125.04
2245	Hazelon Oil	7,000.00	0.0089488624765707%	H. O. C. 7,000	\$ 2,061.51	\$ 3,350.96	\$ 4,125.04
6398	Sears, Roebuck and Co.	6,995.00	0.0089424704319446%		\$ 2,060.03	\$ 3,348.57	\$ 4,122.09
2024	Manninghen	6,890.00	0.0088082374947960%	M. T. 6,890	\$ 2,029.11	\$ 3,298.30	\$ 4,060.21
2779	Hecht Co. Service	6,885.00	0.0088018454501699%		\$ 2,027.64	\$ 3,295.91	\$ 4,057.27
1990	Buck-eye Lake	6,885.00	0.0088018454501699%		\$ 2,027.64	\$ 3,295.91	\$ 4,057.27
2225	Davidson Sand & Gravel	6,715.00	0.0085845159328818%		\$ 1,977.57	\$ 3,214.53	\$ 3,957.09
6401	U.S. Army	6,676.00	0.0085346579847980%		\$ 1,966.09	\$ 3,195.86	\$ 3,934.11
4711	Timonium Chrysler Plymouth	6,641.00	0.0084899136724152%		\$ 1,955.78	\$ 3,179.10	\$ 3,913.48
834	Bowman Oil	6,634.00	0.0084809648099386%		\$ 1,953.72	\$ 3,175.75	\$ 3,909.36
2440	United Oil	6,600.00	0.0084374989064810%		\$ 1,943.71	\$ 3,159.48	\$ 3,889.32
1938	Merle Putman	6,589.00	0.0084234364083035%		\$ 1,940.47	\$ 3,154.21	\$ 3,882.84
4243	Johanson Towers	6,575.00	0.0084055386833504%		\$ 1,936.34	\$ 3,147.51	\$ 3,874.59
3017	Kane Transfer	6,543.00	0.0083646295977432%		\$ 1,926.92	\$ 3,132.19	\$ 3,855.73
4999	Baltimore Fire CO.	6,525.00	0.0083416182370891%		\$ 1,921.62	\$ 3,123.57	\$ 3,845.12
799	Youngstown Buick	6,500.00	0.0083096580139585%	Homan 1,800	\$ 1,914.26	\$ 3,111.61	\$ 3,830.39
6200	North Canton Drain & Sew.	6,500.00	0.0083096580139585%		\$ 1,914.26	\$ 3,111.61	\$ 3,830.39
1289	Consolidation Coal	6,500.00	0.0083096580139585%		\$ 1,914.26	\$ 3,111.61	\$ 3,830.39
6346	Pearless Welding	6,484.00	0.0082892034711549%		\$ 1,909.54	\$ 3,103.95	\$ 3,820.96
2322	Limewood Corp.	6,450.00	0.0082457375676973%	Covert 6,450	\$ 1,899.53	\$ 3,087.67	\$ 3,800.93
2616	Harley Davidson	6,350.00	0.0081178966751749%		\$ 1,870.08	\$ 3,039.80	\$ 3,742.00
4138	Fike Chemical West Virginia	6,345.00	0.0081115046305488%		\$ 1,868.61	\$ 3,037.41	\$ 3,739.05
5359	Waitcraft Transmission	6,265.00	0.0080092319165308%		\$ 1,845.05	\$ 2,999.11	\$ 3,691.91

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6332	City of Avon Lake	6,213.00	0.0079427546524191%		\$ 1,829.73	\$ 2,974.22	\$ 3,661.26
2574	Ironside	6,197.00	0.0079223001096155%		\$ 1,825.02	\$ 2,966.56	\$ 3,651.84
2150	Environmental Chemical	6,185.00	0.0079069592025128%		\$ 1,821.49	\$ 2,960.81	\$ 3,644.76
2346	Michigan Petroleum	6,150.00	0.0078622148901300%	M. T. 2,050	\$ 1,811.18	\$ 2,944.06	\$ 3,624.14
2446	Perry	6,100.00	0.0077982944438688%		\$ 1,796.46	\$ 2,920.12	\$ 3,594.67
1675	Ludlow Steel Corporation	6,100.00	0.0077982944438688%		\$ 1,796.46	\$ 2,920.12	\$ 3,594.67
2907	Shayne Brothers Inc.	6,090.00	0.0077855103546165%		\$ 1,793.51	\$ 2,915.34	\$ 3,588.78
2347	Keenan	6,021.00	0.0076973001387760%	Coastal Tank Lines, Inc. 6,021	\$ 1,773.19	\$ 2,882.30	\$ 3,548.12
4069	International Truck	6,010.00	0.0076832376405986%		\$ 1,769.95	\$ 2,877.04	\$ 3,541.64
2230	Zimmerman Awning	6,000.00	0.0076704535513463%	Coastal Tank Lines, Inc. 6,000	\$ 1,767.01	\$ 2,872.25	\$ 3,535.75
1712	Youngstown Sheet & Tube Co.	6,000.00	0.0076704535513463%		\$ 1,767.01	\$ 2,872.25	\$ 3,535.75
2311	Recycling Engineering	6,000.00	0.0076704535513463%		\$ 1,767.01	\$ 2,872.25	\$ 3,535.75
2243	R. N. E.	6,000.00	0.0076704535513463%		\$ 1,767.01	\$ 2,872.25	\$ 3,535.75
2137	Palro Liquid	6,000.00	0.0076704535513463%		\$ 1,767.01	\$ 2,872.25	\$ 3,535.75
2575	National Lubricants	6,000.00	0.0076704535513463%		\$ 1,767.01	\$ 2,872.25	\$ 3,535.75
2154	Mineral Reclaim	6,000.00	0.0076704535513463%		\$ 1,767.01	\$ 2,872.25	\$ 3,535.75
2427	Myer Lewis	5,990.00	0.0076576694620941%		\$ 1,764.06	\$ 2,867.46	\$ 3,529.85
5062	Joe Grimmes Ford	5,990.00	0.0076576694620941%		\$ 1,764.06	\$ 2,867.46	\$ 3,529.85
4166	United Iron & Steel	5,940.00	0.0075937490158329%		\$ 1,749.34	\$ 2,843.53	\$ 3,500.39
1714	Ab-Chem	5,927.00	0.0075771296998050%	Covert 5,927	\$ 1,745.51	\$ 2,837.31	\$ 3,492.73
2660	O'Donnell Pontiac	5,902.00	0.0075451694766743%		\$ 1,738.14	\$ 2,825.34	\$ 3,478.00
4915	Turbodyne Corp.	5,895.00	0.0075362206141978%		\$ 1,736.08	\$ 2,821.99	\$ 3,473.87
6331	Columbus, Ohio	5,886.00	0.0075247149338708%		\$ 1,733.43	\$ 2,817.68	\$ 3,468.57
714	Don Allen Chevrolet	5,880.00	0.0075170444803194%		\$ 1,731.67	\$ 2,814.81	\$ 3,465.03
4788	Springfield Toyota	5,834.00	0.0074582376697591%		\$ 1,718.12	\$ 2,792.79	\$ 3,437.92
1925	Sealise Brothers	5,806.00	0.0074224422198528%		\$ 1,709.87	\$ 2,779.38	\$ 3,421.42
3134	Bert Spriggs Motor Sales	5,735.00	0.0073316751861619%		\$ 1,688.96	\$ 2,745.39	\$ 3,379.58
2788	Lustine Chevrolet	5,722.00	0.0073150558701340%		\$ 1,685.13	\$ 2,739.17	\$ 3,371.92
2685	Western Auto	5,710.00	0.0072997149630313%		\$ 1,681.60	\$ 2,733.43	\$ 3,364.85
2457	W M M C	5,710.00	0.0072997149630313%		\$ 1,681.60	\$ 2,733.43	\$ 3,364.85
2422	Stackpole	5,708.00	0.0072971581451808%		\$ 1,681.01	\$ 2,732.47	\$ 3,363.67
6329	J & M Wagner & Son	5,668.00	0.0072460217881718%		\$ 1,669.23	\$ 2,713.32	\$ 3,340.10
2277	Norelco Corp.	5,650.00	0.0072230104275178%		\$ 1,663.93	\$ 2,704.70	\$ 3,329.49

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Breslube Penn
Appendix C
First Round De Minimis Settlement Payment Chart

1	2	3	4	5	6	7	8
PRP ID	PRP Name	Total Volume (Gallons)	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
5313	Swartz Cadillac	5,580.00	0.0071335218027521%		\$ 1,643.32	\$ 2,671.19	\$ 3,288.24
4206	Cold Metal Products	5,529.00	0.0070683229475657%		\$ 1,628.30	\$ 2,646.78	\$ 3,258.19
2565	Munday's Corner	5,500.00	0.0070312490887341%		\$ 1,619.76	\$ 2,632.90	\$ 3,241.10
1150	Blawnox Foundry	5,500.00	0.0070312490887341%		\$ 1,619.76	\$ 2,632.90	\$ 3,241.10
5575	Dominion Datsun	5,497.00	0.0070274138619585%		\$ 1,618.87	\$ 2,631.46	\$ 3,239.33
1704	Springdale Power Plant	5,460.00	0.0069801127317252%		\$ 1,607.98	\$ 2,613.75	\$ 3,217.53
2910	Bill Cairns Pontiac	5,450.00	0.0069673286424729%		\$ 1,605.03	\$ 2,608.96	\$ 3,211.64
5939	Weber White Truck	5,414.00	0.0069213059211648%		\$ 1,594.43	\$ 2,591.73	\$ 3,190.42
4594	Don Beyer Motors	5,410.00	0.0069161922854639%		\$ 1,593.25	\$ 2,589.81	\$ 3,188.06
5725	MD Steel Drum	5,400.00	0.0069034081962117%		\$ 1,590.31	\$ 2,585.03	\$ 3,182.17
1864	Syntech	5,396.00	0.0068982945605108%		\$ 1,589.13	\$ 2,583.11	\$ 3,179.81
4717	Timonium Toyota	5,371.00	0.0068663343373802%	Peloquin Ind. 200	\$ 1,581.76	\$ 2,571.14	\$ 3,165.08
6272	Blavikill	5,341.00	0.006827982069235%		\$ 1,572.93	\$ 2,556.78	\$ 3,147.40
5547	Hillen Tire	5,340.00	0.0068267036606982%		\$ 1,572.64	\$ 2,556.30	\$ 3,146.81
3097	American Trans.	5,280.00	0.0067499991251848%		\$ 1,554.97	\$ 2,527.58	\$ 3,111.46
5000	Pepco	5,250.00	0.0067116468574280%		\$ 1,546.13	\$ 2,513.22	\$ 3,093.78
2164	National Forge	5,250.00	0.0067116468574280%		\$ 1,546.13	\$ 2,513.22	\$ 3,093.78
5432	R & H Motors Inc.	5,245.00	0.0067052548128019%		\$ 1,544.66	\$ 2,510.83	\$ 3,090.83
6311	Belair Mill	5,232.00	0.006686354967740%		\$ 1,540.83	\$ 2,504.60	\$ 3,083.17
2201	Kanawha	5,208.00	0.0066579536825686%		\$ 1,533.76	\$ 2,493.11	\$ 3,069.03
6257	Calvert Motors	5,160.00	0.0065965900541579%		\$ 1,519.63	\$ 2,470.14	\$ 3,040.74
6293	Robertson	5,095.75	0.0065144522807122%		\$ 1,500.70	\$ 2,439.38	\$ 3,002.88
3850	Board of Education (Baltimore County)	5,055.00	0.0064623571170093%		\$ 1,488.70	\$ 2,419.87	\$ 2,978.87
2742	Scott's Tank Cleaning	5,000.00	0.0063920446261219%	Orio's Gas and Oil Ltd. 5,000	\$ 1,472.50	\$ 2,393.54	\$ 2,946.45
2635	PPG Industries	5,000.00	0.0063920446261219%		\$ 1,472.50	\$ 2,393.54	\$ 2,946.45
2199	Baker	5,000.00	0.0063920446261219%	B. O. C. 5,000	\$ 1,472.50	\$ 2,393.54	\$ 2,946.45
2263	Big Mt. Coal	4,994.00	0.0063843741725706%		\$ 1,470.74	\$ 2,390.67	\$ 2,942.92
3908	Pat Hayes Buick	4,980.00	0.0063664764476175%		\$ 1,466.61	\$ 2,383.97	\$ 2,934.67
6019	Retreat Division	4,970.00	0.0063536923583652%		\$ 1,463.67	\$ 2,379.18	\$ 2,928.78
6402	U.S. Navy	4,961.00	0.0063421866780382%		\$ 1,461.02	\$ 2,374.87	\$ 2,923.47
3558	Wheaton Dodge	4,950.00	0.0063281241798607%		\$ 1,457.78	\$ 2,369.61	\$ 2,916.99
2100	Taylor Equipment	4,940.00	0.0063153400906085%	M. T. 4,940	\$ 1,454.83	\$ 2,364.82	\$ 2,911.10
5403	Miller Motors Buick	4,922.00	0.0062923287299544%		\$ 1,449.53	\$ 2,356.20	\$ 2,900.49
852	Diver-Steel City Auto Crushers Inc.	4,907.00	0.0062731525960761%		\$ 1,445.12	\$ 2,324.41	\$ 3,067.04

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Breskub Penn
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PRP ID	PRP Name	Total Volume (Gallons)	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
6403	U.S. Post Office	4,901.00	0.0062654821425247%		\$ 1,443.35	\$ 2,346.15	\$ 2,888.12
4955	Best Lincoln-Mercury	4,735.00	0.0060532662609375%		\$ 1,394.46	\$ 2,266.69	\$ 2,790.29
6363	Nissan of North America	4,680.00	0.0059829537700501%		\$ 1,378.26	\$ 2,240.36	\$ 2,757.88
782	Stiver Motors	4,675.00	0.0059765617254240%	Homan Oil Company 2,250	\$ 1,376.79	\$ 2,237.96	\$ 2,754.94
4459	Jerrys Chevrolet	4,645.00	0.0059382094576673%		\$ 1,367.96	\$ 2,223.60	\$ 2,737.26
3264	Market Motors	4,630.00	0.0059190333237889%		\$ 1,363.54	\$ 2,216.42	\$ 2,728.42
3053	Sellers Chrysler Plymouth	4,593.00	0.0058717321935556%		\$ 1,352.64	\$ 2,198.71	\$ 2,706.61
5694	Gypsum Hauling	4,590.00	0.0058678969667799%		\$ 1,351.76	\$ 2,197.27	\$ 2,704.85
6324	Eton Oil	4,578.00	0.0058525560596773%		\$ 1,348.23	\$ 2,191.53	\$ 2,697.77
2699	Cottman Transmission	4,569.00	0.0058410503793502%		\$ 1,345.58	\$ 2,187.22	\$ 2,692.47
350	Downtown Motors Oldsmobile/Pontiac	4,562.00	0.0058321015168737%		\$ 1,343.51	\$ 2,183.87	\$ 2,688.35
217	U.S. Air - Airport	4,560.00	0.0058295446990232%		\$ 1,342.92	\$ 2,182.91	\$ 2,687.17
4378	State Hwy Administration	4,545.00	0.0058103685651449%		\$ 1,338.51	\$ 2,175.73	\$ 2,678.33
3233	Koons Ford	4,530.00	0.0057911924312665%		\$ 1,334.09	\$ 2,168.55	\$ 2,669.49
5721	Landrum Auto	4,500.00	0.0057528401635098%		\$ 1,325.25	\$ 2,154.19	\$ 2,651.81
5695	H & H Motors Datsun	4,485.00	0.0057336640296314%		\$ 1,320.84	\$ 2,147.01	\$ 2,642.97
6300	NW Eira	4,469.00	0.0057132094868278%		\$ 1,316.12	\$ 2,139.35	\$ 2,633.54
2944	Toyota Village	4,396.00	0.0056198856352864%		\$ 1,294.63	\$ 2,104.40	\$ 2,590.52
6299	ADNE Oil	4,387.25	0.0056086995571907%		\$ 1,292.05	\$ 2,100.21	\$ 2,585.37
4563	Maryland Auto Transmission	4,350.00	0.0055610788247261%		\$ 1,281.08	\$ 2,082.38	\$ 2,563.42
6289	Old Washington Ohio	4,332.75	0.0055390262707660%		\$ 1,276.00	\$ 2,074.12	\$ 2,553.25
885	Donnell Ford	4,330.00	0.0055355106462216%	Homan Oil Company 1,925	\$ 1,275.19	\$ 2,072.81	\$ 2,551.63
810	Union Spring	4,300.00	0.0054971583784649%		\$ 1,266.35	\$ 2,058.45	\$ 2,533.95
6201	Coleman Aviation Service	4,175.00	0.0053373572628118%		\$ 1,229.54	\$ 1,998.61	\$ 2,460.29
4234	Ralph Brown Buick Inc.	4,112.00	0.0052568175005227%		\$ 1,210.99	\$ 1,968.45	\$ 2,423.16
4760	O'Boyle Tank Liner	4,100.00	0.0052414765934200%		\$ 1,207.45	\$ 1,962.71	\$ 2,416.09
6068	American Airlines Inc.	4,100.00	0.0052414765934200%		\$ 1,207.45	\$ 1,962.71	\$ 2,416.09
4666	Hunt Valley Ford	4,070.00	0.0052031243256633%		\$ 1,198.62	\$ 1,948.34	\$ 2,398.41
1972	Lambing	4,000.00	0.0051136357008976%		\$ 1,178.00	\$ 1,914.83	\$ 2,357.16
2160	Hydril Co.	4,000.00	0.0051136357008976%		\$ 1,178.00	\$ 1,914.83	\$ 2,357.16
5494	Carter's American	3,998.00	0.0051110788830471%		\$ 1,177.41	\$ 1,913.88	\$ 2,355.99
1919	McCann Sanitary	3,995.00	0.0051072436562714%	McCann Sanitary 3,995	\$ 1,176.53	\$ 1,912.44	\$ 2,354.22

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1120	Martin Chevrolet	3,972.00	0.0050778402509913%	Homan Oil Company 750	\$ 1,169.76	\$ 1,901.43	\$ 2,340.66
5433	Arlington Co. Public Schools	3,945.00	0.0050433232100102%		\$ 1,161.81	\$ 1,888.51	\$ 2,324.75
4127	Coleman's Cadillac	3,942.00	0.0050394879832345%		\$ 1,160.92	\$ 1,887.07	\$ 2,322.99
6296	Modulus	3,924.00	0.0050164766225805%		\$ 1,155.62	\$ 1,878.45	\$ 2,312.38
3125	Bay Volkswagon	3,905.00	0.0049921868530012%		\$ 1,150.03	\$ 1,869.36	\$ 2,301.18
2050	Crown Wrecking Corp	3,900.00	0.0049857948083751%		\$ 1,148.55	\$ 1,866.96	\$ 2,298.23
4982	Free State Truck	3,895.00	0.0049794027637490%		\$ 1,147.08	\$ 1,864.57	\$ 2,295.29
3135	Capital Motors	3,865.00	0.0049410504959923%		\$ 1,138.25	\$ 1,850.21	\$ 2,277.61
2703	Golf Car Care	3,835.00	0.0049026982282355%		\$ 1,129.41	\$ 1,835.85	\$ 2,259.93
3026	Phelps Bros Land Clearing	3,800.00	0.0048579539158527%		\$ 1,119.10	\$ 1,819.09	\$ 2,239.31
1974	Jack's Marina	3,788.00	0.0048426130087500%		\$ 1,115.57	\$ 1,813.35	\$ 2,232.23
3262	Suburban Pontiac	3,780.00	0.0048323857373482%		\$ 1,113.21	\$ 1,809.52	\$ 2,227.52
5655	Cowan Truck	3,754.00	0.0047991471052924%		\$ 1,105.56	\$ 1,797.07	\$ 2,212.20
1344	Beyer Chevrolet	3,725.00	0.0047620732464609%		\$ 1,097.02	\$ 1,783.19	\$ 2,195.11
4191	Debay Waste Oil	3,702.00	0.0047326698411807%	Dobay Waste Oil 3,702	\$ 1,090.24	\$ 1,772.18	\$ 2,181.56
4723	Valley Chevrolet	3,695.00	0.0047237209787041%		\$ 1,088.18	\$ 1,768.83	\$ 2,177.43
4962	Crouse Ford Sales	3,685.00	0.0047109368894519%		\$ 1,085.24	\$ 1,764.04	\$ 2,171.54
1362	A & Z Chevrolet	3,645.00	0.0046598005324429%		\$ 1,073.46	\$ 1,744.89	\$ 2,147.97
5722	Legum Chevrolet	3,632.00	0.0046431812164150%		\$ 1,069.63	\$ 1,738.67	\$ 2,140.30
3171	Genderson Chevy	3,628.00	0.0046380675807141%		\$ 1,068.45	\$ 1,736.75	\$ 2,137.95
5597	Randon's Trans	3,585.00	0.0045830959969294%		\$ 1,055.79	\$ 1,716.17	\$ 2,112.61
214	Gutman Oil	3,584.00	0.0045818175880042%		\$ 1,055.49	\$ 1,715.69	\$ 2,112.02
3057	Banning Beltway Dodge	3,584.00	0.0045818175880042%		\$ 1,055.49	\$ 1,715.69	\$ 2,112.02
5464	Balto Hydraulics	3,565.00	0.0045575278184250%		\$ 1,049.90	\$ 1,706.60	\$ 2,100.82
2754	Banning & Sons Motors	3,512.00	0.0044897721453881%		\$ 1,034.29	\$ 1,681.22	\$ 2,069.59
2135	Washington PA	3,508.00	0.0044846585096872%		\$ 1,033.11	\$ 1,679.31	\$ 2,067.23
2286	Union	3,500.00	0.0044744312382354%		\$ 1,030.75	\$ 1,675.48	\$ 2,062.52
5306	Stewart's WM Penn	3,450.00	0.0044105107920241%		\$ 1,016.03	\$ 1,651.54	\$ 2,033.05
1577	McKean Olds	3,450.00	0.0044105107920241%		\$ 1,016.03	\$ 1,651.54	\$ 2,033.05
6252	Williams Trans.	3,425.00	0.0043785505688935%		\$ 1,008.67	\$ 1,639.58	\$ 2,018.32
5571	Lord Baltimore Laundry	3,425.00	0.0043785505688935%		\$ 1,008.67	\$ 1,639.58	\$ 2,018.32
5829	Fred Fredrick Chrysler/Plymouth	3,410.00	0.0043593744350152%		\$ 1,004.25	\$ 1,632.40	\$ 2,009.48

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1436	Bendik Olds	3,315.00	0.0042379255871189%		\$ 976.27	\$ 1,586.92	\$ 1,953.50
838	Bruceton Research	3,240.00	0.0041420449177270%		\$ 954.18	\$ 1,551.02	\$ 1,909.30
883	Anderson Ford	3,240.00	0.0041420449177270%	Homan Oil Company 450	\$ 954.18	\$ 1,551.02	\$ 1,909.30
2238	Windmill Truck Stop	3,200.00	0.0040909085607180%		\$ 942.40	\$ 1,531.87	\$ 1,885.73
3527	Sievens Chev.	3,200.00	0.0040909085607180%		\$ 942.40	\$ 1,531.87	\$ 1,885.73
2060	Avis Rentals	3,180.00	0.0040653403822136%		\$ 936.51	\$ 1,522.29	\$ 1,873.95
2704	Hydra Tech	3,163.00	0.0040436074304847%		\$ 931.51	\$ 1,514.16	\$ 1,863.93
2999	East West Lincoln Mercury Inc.	3,153.00	0.0040308233412325%		\$ 928.56	\$ 1,509.37	\$ 1,858.03
2658	Normandy Ford	3,135.00	0.0040078119805785%		\$ 923.26	\$ 1,500.75	\$ 1,847.43
5536	Food Fair Store	3,075.00	0.0039311074450650%		\$ 905.59	\$ 1,472.03	\$ 1,812.07
1991	Shenango	3,000.00	0.0038352267756732%		\$ 883.50	\$ 1,436.13	\$ 1,767.87
5029	Joe Johnson	3,000.00	0.0038352267756732%		\$ 883.50	\$ 1,436.13	\$ 1,767.87
785	Howard Wilson Pontiac	3,000.00	0.0038352267756732%	Homan Oil Company 1,800	\$ 883.50	\$ 1,436.13	\$ 1,767.87
2146	Ease Oil	3,000.00	0.0038352267756732%		\$ 883.50	\$ 1,436.13	\$ 1,767.87
6350	Electric Steel	3,000.00	0.0038352267756732%		\$ 883.50	\$ 1,436.13	\$ 1,767.87
5459	American Coopperage	3,000.00	0.0038352267756732%		\$ 883.50	\$ 1,436.13	\$ 1,767.87
3384	Tase Dodge	2,985.00	0.0038160506417948%		\$ 879.09	\$ 1,428.95	\$ 1,759.03
891	R.D. Banks Chevrolet	2,975.00	0.0038032665525426%	Homan Oil Company 900	\$ 876.14	\$ 1,424.16	\$ 1,753.14
6385	Volvo Cars of North America	2,965.00	0.0037904824632903%		\$ 873.20	\$ 1,419.37	\$ 1,747.25
2144	General American Trans.	2,928.00	0.0037431813330570%		\$ 862.30	\$ 1,401.66	\$ 1,725.44
1655	Barrett Cadillac	2,900.00	0.0037073858831507%	Homan Oil Company 1,200	\$ 854.05	\$ 1,388.25	\$ 1,708.94
2525	Roblyn Steel	2,896.00	0.0037022722474498%		\$ 852.87	\$ 1,386.34	\$ 1,706.59
4615	Wheelers Chevy	2,895.00	0.0037009938385246%		\$ 852.58	\$ 1,385.86	\$ 1,706.00
2588	Tire Shoppe	2,892.00	0.0036971586117489%		\$ 851.70	\$ 1,384.43	\$ 1,704.23
5209	Owings Mill Transmission	2,887.00	0.0036907665671228%	Peloquin Ind. 2,161	\$ 850.22	\$ 1,382.03	\$ 1,701.28
2179	Union Electric Steel	2,880.00	0.0036818177046462%		\$ 848.16	\$ 1,378.68	\$ 1,697.16
259	American Bridge	2,865.00	0.0036626415707679%		\$ 843.75	\$ 1,371.50	\$ 1,688.32
2835	Prince George's Trailer & Equipment Co. Inc	2,850.00	0.0036434654368895%		\$ 839.33	\$ 1,364.32	\$ 1,679.48
5335	Al Packer Ford	2,825.00	0.0036115052137589%		\$ 831.97	\$ 1,352.35	\$ 1,664.75
5760	Prestige Imports	2,810.00	0.0035923290798805%		\$ 827.55	\$ 1,345.17	\$ 1,655.91
5290	Penn Bros. Chevrolet Plymouth	2,800.00	0.0035795449906283%		\$ 824.60	\$ 1,340.38	\$ 1,650.01
3603	Potomac Motors Inc.	2,785.00	0.0035603688567499%		\$ 820.19	\$ 1,333.20	\$ 1,641.18
5053	Executive Pontiac	2,777.00	0.0035501415853481%		\$ 817.83	\$ 1,329.37	\$ 1,636.46
1995	Aetna	2,760.00	0.0035284086336193%		\$ 812.82	\$ 1,321.24	\$ 1,626.44

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Appendix C
First Round De Minimis Settlement Payment Chart

1	2	3	4	5	6	7	8
PRP ID	PRP Name	Total Volume (Gallons)	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
5813	Rattie, Robbins, Schweizer	2,750.00	0.0035156245443671%		\$ 809.88	\$ 1,316.45	\$ 1,620.55
897	Eastwood Chrysler Ply	2,725.00	0.0034836643212365%		\$ 802.52	\$ 1,304.48	\$ 1,605.82
5221	Action Ford	2,710.00	0.0034644881873581%		\$ 798.10	\$ 1,297.30	\$ 1,596.98
3490	Jack Amatucci Chevrolet	2,704.00	0.0034568177338068%		\$ 796.33	\$ 1,294.43	\$ 1,593.44
2104	Teledyne	2,694.00	0.0034440336445545%		\$ 793.39	\$ 1,289.64	\$ 1,587.55
2110	Rudy's Cleaners	2,687.00	0.0034350847820779%		\$ 791.32	\$ 1,286.29	\$ 1,583.42
4533	Martin Motors	2,680.00	0.0034261359196014%		\$ 789.26	\$ 1,282.94	\$ 1,579.30
2637	General Tire	2,655.00	0.0033941756964708%		\$ 781.90	\$ 1,270.97	\$ 1,564.57
231	Chambers	2,640.00	0.0033749995625924%		\$ 777.48	\$ 1,263.79	\$ 1,555.73
886	Valley Pontiac	2,625.00	0.0033558234287140%	Homan Oil Company 1,000	\$ 773.07	\$ 1,256.61	\$ 1,546.89
1520	Al Schwartz Pontiac	2,619.00	0.0033481529751627%		\$ 771.30	\$ 1,253.74	\$ 1,543.35
3932	Sealest	2,610.00	0.0033366472948357%		\$ 768.65	\$ 1,249.43	\$ 1,538.05
6102	Owl Corporation	2,600.00	0.0033238632055834%		\$ 765.70	\$ 1,244.64	\$ 1,532.16
5163	Jones Chrysler Plymouth GMC	2,600.00	0.0033238632055834%		\$ 765.70	\$ 1,244.64	\$ 1,532.16
6226	John Downes	2,560.00	0.0032727268485744%		\$ 753.92	\$ 1,225.49	\$ 1,508.58
327	Petroleum Equipment Services	2,541.00	0.0032484370789952%		\$ 748.33	\$ 1,307.22	\$ 1,588.21
987	Taylor Oldsmobile/Pontiac	2,525.00	0.0032279825361916%	Homan Oil Company 1,000	\$ 743.61	\$ 1,208.74	\$ 1,487.96
4183	Georgetown Auto Center	2,515.00	0.0032151984469393%		\$ 740.67	\$ 1,203.95	\$ 1,482.07
1302	All Clad Metals	2,511.00	0.0032100848112384%		\$ 739.49	\$ 1,202.04	\$ 1,479.71
768	NEPCO	2,500.00	0.0031960223130610%		\$ 736.25	\$ 1,196.77	\$ 1,473.23
1522	Colussy Chevy	2,470.00	0.0031576700453042%		\$ 727.42	\$ 1,182.41	\$ 1,455.55
5653	Gray's Auto Service	2,450.00	0.0031321018667998%		\$ 721.53	\$ 1,172.84	\$ 1,443.76
2607	AMC Jeep 40 West	2,445.00	0.0031257098221736%		\$ 720.05	\$ 1,170.44	\$ 1,440.82
4133	Rental Tools	2,425.00	0.0031001416436691%		\$ 714.16	\$ 1,160.87	\$ 1,429.03
3967	American Tank	2,400.00	0.0030681814205385%		\$ 706.80	\$ 1,148.90	\$ 1,414.30
5639	American Steel Drum	2,400.00	0.0030681814205385%		\$ 706.80	\$ 1,148.90	\$ 1,414.30
6045	J.C. Penny Co. Inc.	2,394.00	0.0030605109669872%		\$ 705.04	\$ 1,146.03	\$ 1,410.76
130	Valley Dodge	2,376.00	0.0030374996063332%		\$ 699.73	\$ 1,137.41	\$ 1,400.16
5405	Anderson & Buckler Inc.	2,373.00	0.0030336643795575%		\$ 698.85	\$ 1,135.98	\$ 1,398.39
4995	Police Dept. (Baltimore)	2,370.00	0.0030298291527818%	Peloquin Ind. 350	\$ 697.97	\$ 1,134.54	\$ 1,396.62
1456	Monti Asti Buick	2,370.00	0.0030298291527818%		\$ 697.97	\$ 1,134.54	\$ 1,396.62
2626	Fox Chevrolet	2,365.00	0.0030234371081557%		\$ 696.49	\$ 1,132.15	\$ 1,393.67
4947	Ballo-Ann RR Co.	2,360.00	0.0030170450635296%		\$ 695.02	\$ 1,129.75	\$ 1,390.73

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Appendix C
First Round De Minimis Settlement Payment Chart

1	2	3	4	5	6	7	8
PRP ID	PRP Name	Total Volume (Gallons)	% of Total Site Volume	Transporter Volume Portion of Total Volume attributable to Shipments Made by Transporters (Transporter Name/Volume (Gallons))	Base Share of Site Past and Future Response Costs	Total Payment to EPA (Base Share + Minimum Premium)*	Total Payment to EPA (Base Share + Maximum Premium)*
1804	Pivorotto Chev.	2,271.00	0.0029032666691846%		\$ 668.81	\$ 1,087.15	\$ 1,338.28
757	Stackhouse Olds	2,250.00	0.0028764200817549%	Homan Oil Company 1,400	\$ 662.63	\$ 1,077.09	\$ 1,325.90
4041	Mariboro Co. Inc.	2,250.00	0.0028764200817549%		\$ 662.63	\$ 1,077.09	\$ 1,325.90
4587	Chris J Miller Inc	2,250.00	0.0028764200817549%		\$ 662.63	\$ 1,077.09	\$ 1,325.90
752	Wollam Chevrolet	2,200.00	0.0028124996354937%	Homan Oil Company 1,100	\$ 647.90	\$ 1,053.16	\$ 1,296.44
	DeMicromia Total	775,464.75	1%				
	DeMinimis Total	8,279,775.86	11%				
	DeMaximis Total	69,166,991.75	88%				

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APPENDIX D

Federal Agency Parent/Child Chart


Attachment D
Federal Agency Parent/Child Chart

				6	7	8
PRP ID	PRP NAME	PRP TYPE	PRP STATUS	PRP VALUE	PRP VALUE	PRP VALUE
6404	U.S. Air Force			24,478.0	0.0312928936716426%	\$ 7,208.80 \$ 11,717.83 \$ 14,424.66
598	Air Force			13,452.0	0.0171971568621185%	\$ 3,961.63 \$ 6,439.59 \$ 7,927.14
1946	Air Force National Guard			2,928.0	0.0037431813330570%	\$ 862.30 \$ 1,401.68 \$ 1,725.44
1128	Air National Guard			1,892.0	0.0024187496865245%	\$ 557.20 \$ 905.72 \$ 1,114.94
5003	Andrews Air Force Base Exchange			605.0	0.0007734373997608%	\$ 178.17 \$ 289.62 \$ 356.52
5002	Andrews Air Force Base Exchange			660.0	0.0008437498906481%	\$ 194.37 \$ 315.95 \$ 388.93
5001	Andrews Air Force Base Exchange			975.0	0.0012464487020938%	\$ 287.14 \$ 466.74 \$ 574.56
5004	Bolling Air Force Base Exchange			1,425.0	0.0018217327184448%	\$ 419.66 \$ 682.16 \$ 839.74
1511	National Air Guard			2,541.0	0.0032484370789952%	\$ 748.33 \$ 1,216.40 \$ 1,497.39
1384	U.S. Coast Guard			15,890.0	0.0203139178218155%	\$ 4,679.62 \$ 7,606.68 \$ 9,363.83
1384	U.S. Coast Guard			6,690.0	0.0085525557097512%	\$ 1,970.21 \$ 3,202.56 \$ 3,942.36
2089	Coast Guard			9,200.0	0.0117613621120644%	\$ 2,709.41 \$ 4,404.12 \$ 5,421.48
6401	U.S. Army			6,676.0	0.0085346579847980%	\$ 1,966.09 \$ 3,195.86 \$ 3,934.11
2556	Army Corp of Engineers			706.0	0.0009025567012084%	\$ 207.92 \$ 337.97 \$ 416.04
5276	D.C. National Guard			590.0	0.0007542612658824%	\$ 173.76 \$ 282.44 \$ 347.68
5005	Ft. George Meade Exchange			550.0	0.0007031249088734%	\$ 161.98 \$ 263.29 \$ 324.11
5007	Ft. Leslie J. McNair Exchange			100.0	0.0001278408925224%	\$ 29.45 \$ 47.87 \$ 58.93
5006	Ft. Meyer Exchange			1,850.0	0.0023650565116651%	\$ 544.83 \$ 885.61 \$ 1,090.19
5430	U.S. Army Craft Shop (Arlington Hall)			625.0	0.0007990055782652%	\$ 184.06 \$ 299.19 \$ 368.31
5009	Walter Reed Army Medical Center Exchange			2,255.0	0.0028828121263810%	\$ 664.10 \$ 1,079.49 \$ 1,326.85
6402	U.S. Navy			4,961.0	0.0063421866780382%	\$ 1,461.02 \$ 2,374.87 \$ 2,923.47
4220	National Naval Medical Center			400.0	0.0005113635700898%	\$ 117.80 \$ 191.48 \$ 235.72
3300	Naval Exchange			861.0	0.0011007100846182%	\$ 253.57 \$ 412.17 \$ 507.38
2871	Naval Ordnance Station			1,600.0	0.0023011360654039%	\$ 530.10 \$ 861.68 \$ 1,060.72
5911	Navy Exc. Serv. Sta.			830.0	0.0010610794079362%	\$ 244.44 \$ 397.33 \$ 489.11
4221	Navy Exchange Service Station 210-180 N.N.M.C			1,070.0	0.0013678975499901%	\$ 315.12 \$ 512.22 \$ 630.54
6403	U.S. Post Office			4,901.0	0.0062654821425247%	\$ 1,443.35 \$ 2,346.15 \$ 2,888.12
1206	Green Tree Post Office Garage			706.0	0.0009025567012084%	\$ 207.92 \$ 337.97 \$ 416.04
1868	P.O.			350.0	0.0004474431238285%	\$ 103.08 \$ 167.55 \$ 206.25
3823	P.O. Garage			350.0	0.0004474431238285%	\$ 103.08 \$ 167.55 \$ 206.25
3692	P.O. Garage			430.0	0.0005497158378465%	\$ 126.64 \$ 205.84 \$ 253.40
5759	P.O. Veh. Maint. Facility			175.0	0.0002237215619143%	\$ 51.54 \$ 83.77 \$ 103.13
382	Penn Hills P.O. Garage			245.0	0.0003132101866800%	\$ 72.15 \$ 117.28 \$ 144.38
3519	Post Office			1,880.0	0.0024034067794219%	\$ 553.66 \$ 899.97 \$ 1,107.67
4232	Post Office Garage			765.0	0.0009779828277967%	\$ 225.29 \$ 366.21 \$ 450.81
2047	U.S.			17,494.5	0.0223851249423381%	\$ 5,152.15 \$ 8,374.77 \$ 10,309.35
3835	Goddard Space Flight Center			300.0	0.0003835226775673%	\$ 88.35 \$ 143.61 \$ 176.79
838	Bruceton Research (U.S. DOE, U.S. MSHA, U.S. DHHS)			3,240.0	0.0041420449177270%	\$ 954.18 \$ 1,551.02 \$ 1,908.30
	TOTAL ALL FEDERAL AGENCIES			77,940.5	0.09963983083645150%	\$ 22,953.55 \$ 37,310.79 \$ 45,929.63

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